

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

MARY McNALLY ROSE
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

575



To be filed with: Anne Arundel Co.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 562 Page No. 142

Identification No. 282445 Dated November 15, 1990

1. Debtor Name Triangle Atlantic Corporation

Address 812-A Oregon Avenue, Linthicum, MD 21090

2. Secured Party Bank of Maryland
502 Washington Avenue, Towson, Maryland 21204

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation..... <input type="checkbox"/>	B. Partial Release..... <input checked="" type="checkbox"/>
C. Assignment..... <input type="checkbox"/>	D. Other (Specify)..... <input type="checkbox"/> (Amendment, Termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#279240 CASE R02 T09:16
12/02/91
MARY H. ROSE
AA CO. CLERK COURT

This partial release is to release all right and title of the Bank in regards to the Borrower's Accounts Receivable, as more fully described in the attached Exhibit A attached hereto and made a part hereof.

Bank of Maryland

By: M. Fishler
Marianne Fishler
Assistant Vice President

Dated: November 6, 1991

10⁰⁰
12



EXHIBIT A

1. DEBTOR

Name: TRIANGLE ATLANTIC CORPORATION

BOOK 575 PAGE 02

Address: 812 A Oregon Avenue, Linthicum, MD 21090

2. This financing statement covers the following types (or items) of property:

All of the following property, both now owned and existing and hereafter created, acquired and arising and regardless of where located, together with all cash and non-cash proceeds of such property:

(1) all of Debtor's Accounts (whether or not accepted by Secured Party or specifically assigned to Secured Party and whether arising before or after termination of this Agreement);

(2) all of Debtor's present and future instruments, documents, chattel paper and general intangibles (as those terms are defined in the Uniform Commercial Code);

(3) all reserves, balances, deposits, credits and property at any time owing or belonging to Debtor which are in the possession of, or in transit to, Secured Party (including, without limitation, all amounts, including all Holdbacks, at any time owing by Secured Party to Debtor, whether then or thereafter payable, under or in connection with this Agreement);

(4) all moneys, securities and other property and the proceeds thereof, now held or hereafter received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, collection or otherwise;

(5) all of Debtor's claims against Secured Party at any time existing;

(6) all books and records and other property relating to the Assigned Accounts, the Collateral and Debtor's Obligations; and

(7) all proceeds and products of any of the foregoing, including any claim against third parties in any way related to the foregoing.

To be filed with: Anne Arundel Co.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 564 Page No. 505

Identification No. 282909 Dated February 6, 1991

1. Debtor Name Triangle Atlantic Corporation

Address 812-A Oregon Avenue, Linthicum, MD 21090

2. Secured Party Bank of Maryland
502 Washington Avenue, Towson, Maryland 21204

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#279250-6489 HQ2 109:16
12/02/91
MARY M. ROSE
HA CO. CLERK COURT

A. Continuation..... <input type="checkbox"/>	B. Partial Release..... <input checked="" type="checkbox"/>
C. Assignment..... <input type="checkbox"/>	D. Other (Specify)..... <input type="checkbox"/> (Amendment, Termination, etc.)

This partial release is to release all right and title of the Bank in regards to the Borrower's Accounts Receivable, as more fully described in the attached Exhibit A attached hereto and made a part hereof.

Bank of Maryland

By: M. Fishler
Marianne Fishler
Assistant Vice President

Dated: November 6, 1991

10⁰⁰
12



EXHIBIT A

1. DEBTOR

Name: TRIANGLE ATLANTIC CORPORATION

Address: 812 A Oregon Avenue, Linthicum, MD 21090

2. This financing statement covers the following types (or items) of property:

All of the following property, both now owned and existing and hereafter created, acquired and arising and regardless of where located, together with all cash and non-cash proceeds of such property:

(1) all of Debtor's Accounts (whether or not accepted by Secured Party or specifically assigned to Secured Party and whether arising before or after termination of this Agreement);

(2) all of Debtor's present and future instruments, documents, chattel paper and general intangibles (as those terms are defined in the Uniform Commercial Code);

(3) all reserves, balances, deposits, credits and property at any time owing or belonging to Debtor which are in the possession of, or in transit to, Secured Party (including, without limitation, all amounts, including all Holdbacks, at any time owing by Secured Party to Debtor, whether then or thereafter payable, under or in connection with this Agreement);

(4) all moneys, securities and other property and the proceeds thereof, now held or hereafter received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, collection or otherwise;

(5) all of Debtor's claims against Secured Party at any time existing;

(6) all books and records and other property relating to the Assigned Accounts, the Collateral and Debtor's Obligations; and

(7) all proceeds and products of any of the foregoing, including any claim against third parties in any way related to the foregoing.

Anne Brundel City

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 285162

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#279990 C489 R02 110:16
12/02/91
MARY N. ROSE
AA CO. CIRCUIT COURT

1. ~~XXXXXXXXXX~~ Lessee

Name Kraft Foodservice, Inc.

Address One Parkway North, Deerfield, IL 60015

2. ~~XXXXXXXXXXXXXXXXXXXX~~ Lessor

Name AT&T Credit Corporation

Address 2 Gatehall Drive, Parsippany, NJ 07054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

AT&T DEFINITELY Generic I with Audix telecommunications equipment together with all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom. Lessee has no power to sell or otherwise dispose of said property. THIS FILING IS NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT IDENTIFIED ABOVE. AT&T Credit Corporation Account #0002563.

Name and address of Assignee

Equipment Location: 7477 Candlewood Road, Hanover, MD 21076

"NOT SUBJECT TO MARYLAND RECORDATION TAX -TRUE LEASE"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Shane Thomas
(Signature of ~~XXXXXX~~ Lessee)

Shane Thomas, VP Info Systems
Type or Print Above Name on Above Line

(Signature of ~~XXXXXXXXXX~~ Lessee)

Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH INC.
P.O. BOX 1110
ALBANY, NY 12201

(Signature of ~~XXXXXXXXXX~~ Lessor)

S. WYNN Acct. Manager

Type or Print Above Signature on Above Line

1855173

11/53

285163

BOOK 575 PAGE 06

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Princeton Credit Corporation 2551 Route 130 Cranbury, NJ 08512	2. Secured Party(ies) and address(es) Lease Plan U.S.A., Inc. 180 Interstate North Parkway Suite 400 Atlanta, GA 30339	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 RECORDED (489) REC T10:17 12/02/91 MARY H. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: See Exhibit "A" attached hereto and made a part hereof. Schedule A-34		5. Assignee(s) of Secured Party and Address(es)

34-7

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Princeton Credit Corporation By: Lease Plan U.S.A., Inc.

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

13-
50

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

13⁰⁰



A-34-7

EXHIBIT "A"

Together with all parts, fittings, accessories, accessions, substitutions and replacements therefore or thereof and all contract rights, chattel paper, accounts, rentals, fee, income and proceeds arising from and in connection therewith:

<u>Quantity</u>	<u>Equipment</u>	<u>Serial Number</u>
(1)	Toshiba DKSU-96 digital key service unit	13558
(1)	Toshiba PCTU2A DK processor memory unit	
(1)	Toshiba PESU1A	
(3)	Toshiba PEKU1A DK EKT station interface	
(1)	Toshiba CRCU1A-1, 4 circuit DTMF RCVR	
(5)	Toshiba PCOU2A	
(4)	Toshiba EOCU1 DK off hook call announce	
(21)	Toshiba EKT-6520-SD 20 key EKT display phone	
(3)	Toshiba HDSS-6560	
(21)	Toshiba HVSU off hook call announce	
(21)	Toshiba HVSI-1A	
(4)	Toshiba HHEU1A DK headset/HESB control	
(4)	Toshiba 1305-Headset Noisecncl Overhead Onear	
(24)	Toshiba UG EKT DKR3 Strata DK Rel 3	
(3)	Toshiba UG STD DKR3 Strata DK Rel 3	
(3)	Toshiba UG DSS DKR3 DK Rel3	
(1)	Toshiba DOC PK DK document DK 24/56/96	
(2)	Toshiba 2500 set	

PLEASE VALIDATE EXTRA COPY OF
EQUIPMENT LIST AND RETURN TO LESSOR.
ORIGINAL IS TO BE FILED WITH UCC
AND RETAINED BY CLERK.

Initial:

Lease Plan □

<u>Quantity</u>	<u>Equipment</u>	<u>Serial Number</u>
(1)	Toshiba KSU install	
(24)	Toshiba EKT install	
(2)	Toshiba install	

BOOK 575 PAGE 08

Equipment Located:

Avis Rent A Car System, Inc.
6301 Ivy Lane
Greenbelt, MD 20770

Initial: *R*



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald L. Thompson, O.D., individually
Michael D. Dalnekoff, individually and Pearle Vision Center
Address Annapolis Mall #115, Annapolis, Maryland 21401

2. SECURED PARTY

Name Pearle Vision, Inc.
Address 2534 Royal Lane, Dallas, Texas 75229

RECORD FEE 13.00
POSTAGE .50
#280010 C489 R02 T10:18
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

G.L.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All assets located in the Pearle location located at Annapolis Mall #115, Annapolis, Maryland 21401 or wherever subsequently removed to including all furniture, fixtures, inventory, equipment and accounts receivable, all proceeds therefrom or relating thereto, together with all additions, accessions, and substitutions thereto or therefore, and all similar property hereafter acquired, hereinafter called "Collateral". Collateral shall also include proceeds of collateral, but Secured Party does not thereby consent to any sale of such collateral.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Gerald L. Thompson
(Signature of Debtor)

Gerald L. Thompson, O.D.
Type or Print Above Name on Above Line

Michael D. Dalnekoff T.D.K.
(Signature of Debtor)

Michael D. Dalnekoff
Type or Print Above Signature on Above Line

Pearle Vision, Inc.
By: Steven Berkman
(Signature of Secured Party)

Steven Berkman
Type or Print Above Signature on Above Line

1300

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald L. Thompson, O.D., individually
Michael D. Dalnekoff, individually and Pearle Vision Express
Address 2337-A Forest Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Pearle Vision, Inc.
Address 2534 Royal Lane, Dallas, Texas 75229

RECORD FEE 13.00
POSTAGE .50
RECORDED COPY REC 110:18
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

G.L.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All assets located in the Pearle location located at 2337-A Forest Drive, Annapolis, Maryland 21401 or wherever subsequently removed to including all furniture, fixtures, inventory, equipment and accounts receivable, all proceeds therefrom or relating thereto, together with all additions, accessions, and substitutions thereto or therefore, and all similar property hereafter acquired, hereinafter called "Collateral". Collateral shall also include proceeds of collateral, but Secured Party does not thereby consent to any sale of such collateral.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

Gerald L. Thompson, O.D.
Type or Print Above Name on Above Line

Signature of Debtor

Michael D. Dalnekoff
Type or Print Above Signature on Above Line

Pearle Vision, Inc.

By: Signature of Secured Party

Signature of Secured Party
Type or Print Above Signature on Above Line

1300

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name(s) (Last Name First) Andrew Ingel, DMD	2. Debtor(s) Complete Address(es) 1161 Spa Road Annapolis, MD 21403	Maturity date (if any): 10/25/96
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	

7. This financing statement covers the following types (or items) of property: (Describe)
All accounts receivables, inventory and equipment now in existence and here-
after acquired.

8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other _____

9. Transaction is is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 85,000.00

10. This statement to be returned after recordation to Secured Party, shown above, or to _____

Andrew Ingel, DMD
Signature(s) of Debtor(s)
BY: Andrew Ingel
Andrew Ingel

Citizens Bank of Maryland
Signature(s) of Secured Party(ies) or Assignee(s)
Michael G. Livingston
Michael G. Livingston By Assistant Vice President
(Title)

NOTE—Type or Print Names Clearly Below Signatures.

RECORD FEE 7.00
RECORD TAX 595.00
POSTAGE .50
REGISTRATION FEE 102 T10+20
12/02/91
MARY H. ROSE
CIRCUIT COURT

FILING OFFICER COPY
DS-30

11.00
595.00
595.50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): Harbin, Frank T. 1607 Annapolis Drive Glen Burnie, MD., 21061	2. Secured Party(ies) Name(s) And Address(es): Carolina Federal Credit Union P.O. Box 697 Cherryville, N.C. 28021	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 POSTAGE .50 #149170 0777 R04 114134	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) (Check applicable box) <input type="checkbox"/> Consumer Goods - Consumer Goods consisting of all household goods, furniture, fixtures, appliances, pianos and other musical instruments, audio and video equipment and personal property of every kind and description located on or about Debtor's residence stated above. <input checked="" type="checkbox"/> The following property located in or about debtors' premises at their address set forth above. 1984 Evinrude 115 HP Motor S# J0003151 Liber 528 Folio 167 ID# 273248		5. Assignee(s) of Secured Party, Address(es): 11/88	
<input type="checkbox"/> Proceeds-- <input type="checkbox"/> Products of the collateral are also covered.		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (A Termination Statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the Termination Statement.) Date <u>11/13/91</u> 19 <u>91</u> By <u>Henry S. Carpenter</u> CAROLINA FEDERAL CREDIT UNION (Signature of Secured Party or Assignee) UCC 1			
(3) Filing Officer Copy—Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.			

RECORD FEE 11.00
POSTAGE .50
#280040 0489 R02 110420
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

1100
50
Termination



Q

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)
MARK CORNEAL
JULIA CORNEAL
5 RIDGE ROAD
SEVERNA PARK, MARYLAND
21146

2. Secured Party(ies) and address(es)
SECURITY PACIFIC
2568-A RIVA ROAD
ANNAPOLIS, MD. 21401

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#280050 C489 R02 T10:21
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

194' - 42" spaced picket
1 - 48" walk gate
1 - 10' drive gate
88' - 72" gothic flatboard

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

By: [Signature]
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

12.00
12.50



This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES) RAWLINSON ROBERT S. 1439 GILBERT ROAD ARNOLD MD 21012 214441614 AC	2 SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265	3 MATURITY DATE (If Any) 14APR93 FOR FILING OFFICER (Date, Time and Filing Office) <small>RETURN TO:</small>
4 This statement refers to original Financing Statement bearing File No. <u>5250394</u> 272434		POSTAGE .50 #280050 (1489) NO2 110:22 12/02/91 MARY H. ROSE AA CO. CIRCUIT COURT
Filed with ANNE ARUNDEL MD Date Filed 14APR88		
5 <input type="checkbox"/> CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input checked="" type="checkbox"/> TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8 <input type="checkbox"/> AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10. 9 <input type="checkbox"/> RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10 Number of Additional Sheets Presented 20NOV91	TO CLERK OF CIRCUIT CRT 2 UCC DIVISION ANNE ARUNDEL COUNTY ANNAPOLIS MD 21403	
By _____ Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable) FILING OFFICER COPY - ALPHABETICAL	By <u><i>D. J. Walters</i></u> Director, Installment Finance - For Signature(s) of Secured Party(ies) <input type="checkbox"/> JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY <input checked="" type="checkbox"/> JOHN DEERE COMPANY	

STANDARD FORM - FORM UCC-3

10/30



acc# 0558359601546

STATE OF MARYLAND

BOOK 575 PAGE 15

FINANCING STATEMENT Form UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

285169

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ~~2000.00~~

If this statement is to be recorded in land records check here.

This financing statement Dated 10/1/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMAS R. + JANICE HELEN WILSON

Address 1472 BREEZEWOOD CT. ANNAPOLIS MD 21401

2. SECURED PARTY

Name SEARS ROEBUCK & CO #8425 ANNAPOLIS Co

Address 15500 ALBERT PIKE RD. ANNAPOLIS MD 21409-9500
7023 ALBERT PIKE RD. GREENBORO, N.C. 27409-9500
BOWIE, MD 20715

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

KRAFTMAID CABINETS, COUNTER TOPS
LABOR TO INSTALL.

Secured owner same as debtor

Secured party is seller.
Exempt from recordation tax
under 12-108 (k) (4).

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:

(describe real estate) 1472 BREEZEWOOD CT
ANNAPOLIS, MD 21401
LOT 75 LIBER 4699/842

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#280070 C489 R02 T10:24
12/02/91
MARY M. ROSE
AA CO. CIRCUIT COURT

(X) Thomas Wilson
(Signature of Debtor)

THOMAS R. WILSON
Type or Print Above Name on Above Line

(X) Janice Wilson
(Signature of Debtor)

JANICE HELEN WILSON
Type or Print Above Signature on Above Line

Sears, Roebuck & Co
(Signature of Secured Party)

P. G. Chase, Credit Mgr. 10/21/91
Type or Print Above Signature on Above Line

Sears Credit Central #8425
7023 Albert Pike Rd.
Greenboro, N. C. 27409-9500

12/50

acc# 0558 378640939

285170

BOOK 575 PAGE 16

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1 Identifying File No. _____
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6789.00

If this statement is to be recorded in land records check here.

This financing statement Dated 11/14/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name ADELINE BURBA
Address 3656 - Bay Drive EDGEWATER 21037
ANN ARUNDEL CO

2. SECURED PARTY

Name SEARS ROEBUCK
Address 15500 - ANNAPOLIS RD
BOWIE MD 20715

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Remodeling

RECORD FEE 11.00
POSTAGE .50
#280090 CAS9 R02 T10:24
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Adeline E. Burda
(Signature of Debtor)

November 14, 1991
(Date)

Type or Print Above Name on Above Line

Sears, Roebuck & Co
(Signature of Secured Party)

(Signature of Debtor)

P. H. Chase, Credit Mgr.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Sears Credit Central #6425
7023 Albert Pick Rd.
Greensboro, N. C. 27402-9500

1100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

INSTALLMENT LOAN PLAN NOT SUBJECT TO RECORDATION TAX. CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K & K Trash Removal, Inc.
Address Box 237, Queenstown, Maryland 21144

2. SECURED PARTY

Name Circle Business Credit, Inc. *6039*
Address P.O. Box 436497, Louisville, KY 40253

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1988 Ingersoll Rand RT706 Forklift S/N 706YC5117MCK; One (1) 1986 Ford F-350 Truck S/N 1FDKF3710GNB01071 with One (1) PAL Front Load Container Carrier Body S/N PB786 including all attachments, additions, replacements, and substitutions to or of said equipment, and all future advances, contract rights, and any and all equipment of any description, now owned or hereafter acquired.

Name and address of Assignee
none

RECORD FEE 11.00
POSTAGE .50

#280090 0489 R02 110:25
12/02/91

MARY H. ROSE
AA CO. CIRCUIT COURT

Filed with Anne Arundel County Maryland

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT LEASES ARE SUBJECT TO RECORDATION TAX UNLESS TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE

X (Proceeds of collateral are also covered)

(Products of collateral are also covered)

K & K Trash Removal, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

Catherine E. Whitlow
(Signature of Secured Party)

Type or Print Above Signature on Above Line *COOR*

11/30/91

Answer
Approved
11-50

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: Diversified Welding Service, Incorporated
(Name or Names)
1231 Double Gate Road, Davidsville, Maryland 21035
(Address) CFSL 4905
- LESSEE: _____
(Name or Names)

(Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR: (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - L - Tech Plasma Cutter #VPI

RECORD FEE 11.00
 POSTAGE .50
 #285172 C489 R02 T10126
 12/02/91
 MARY M. ROSE
 AN CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

LESSOR

Diversified Welding Service, Incorporated
 By: William E. Andrews, Jr. (Title)
 (Type or print name of signer)

Chesapeake Industrial Leasing Co., Inc.
 By: Donald A. Lounsbury Credit Manager (Title)
 (Type or print name of signer)

By: _____ (Title)
 (Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

11/60
13



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NO

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#280110 CARR R02 T10:28
12/02/91
MARY H. ROSE
CIRCUIT COURT

1. DEBTOR

Name The Printing Emporium, Inc.
Address 7722 Ritchie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name The T. Talbott Bond Company
Address 7138 Windsor Blvd. Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Canon GLC200
- (1) Cabinet
- (1) 35mm Film Projector

Name and address of Assignee

THIS IS A TRUE LEASE NOT SUBJECT TO RECORDATION TAX.
SELLER IS THE SECURED PARTY.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

~~The Printing Emporium, Inc.~~

(Signature of Debtor)

Eva Kelly President
Type or Print Above Name on Above Line & Title

(Signature of Debtor)

Type or Print Above Signature on Above Line

The T. Talbott Bond Company

(Signature of Secured Party)

Michael Gomsak, Controller
Type or Print Above Signature on Above Line

11/30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,450⁰⁰

If this statement is to be recorded in land records check here.

This financing statement Dated 10/22/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE

Name ARA CORY REFRESHMENT SERVICES, INC.

Address 107 NORTH LANGLEY ROAD

RECORD FEE 11.00
RECORD TAX 129.50
POSTAGE .50
M390130 C489 W02 T10:29
12/02/91

2. SECURED PARTY LESSOR

Name Coca-Cola Financial Corporation

Address One Coca-Cola Plaza

Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.



MARY H. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE EXHIBIT A

ACN 6098 - C

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John M. Coffey
(Signature of Debtor) LESSEE

Type or Print Above Name on Above Line

(Signature of Debtor) LESSEE

H. L. Meyers
(Signature of Secured Party) LESSOR

ARA CORY REFRESHMENT SERVICES, INC. COCA-COLA FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

11.00
129.50
50



November 22, 1991

BOOK 575 PAGE 22

285176

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 25,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

WALZER & SULLIVAN, P.A.

201 West Street
Suite #103
Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE .50
#280140 CARR R02 T10:31
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Computer hardware and software (see attached Schedule #1).

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
WALZER & SULLIVAN, P.A.

Secured Party (or Assignee)

By: Clifford S. Walzer, President

BANK OF ANNAPOLIS

BY R. Michael Shymansky
R. Michael Shymansky, Vice President

Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

1100
17500



SCHEDULE #1

- One (1) IBM PS/2 MODEL 80 160 MEG 2MB COMPUTER SYSTEM ^{BOOK} 575 PAGE 23
Serial No. 23-WV484
- One (1) IBM PS/2 MONO MONITOR
- Two (2) IBM PS/2 ADDITIONAL MEMORY 2 MEG
- One (1) INT TAPE DRIVE 80/120 MB AIX
- One (1) MITSUBA 2400 BAUD EXTERNAL MODEM
- One (1) DICKENS DATA 8 PORT FOR PS/2
Serial No. 6007678
- One (1) IBM LASER PRINTER - E WITH TONE
Serial No. 11-ZC745
- One (1) IBM LASER ENVELOPE FEEDER
- One (1) OKIDATA 321 PRINTER (UT/132COL)
- One (1) OKIDATA SERIAL INTERFACE
- One (1) MULTI-TECH 9600 MODEM MT932LA
Serial No. 26-43877
- One (1) MULTI-TECH 9600 MODEM MT932LA
Serial No. 26-43878
- One (1) IBM AIX O/S FOR MODEL 80
- One (1) IBM AIX O/S EXTENSIONS FOR MODEL 80
- One (1) DATAFLEX 8 USER AIX RUNTIME
- Fourteen (14) SET-UP, LOAD AND TEST SYSTEMS
- One (1) PROCOMM PLUS COMMUNICATIONS
- One (1) C.M.S. 2/4 USER SOFTWARE
- One (1) C.M.S. REMOTE OFFICE SOFTWARE

WALZER & SULLIVAN, P.A.

By: Clifford S. Walzer
Clifford S. Walzer, President

10/24/91

BOOK 575 PAGE 24

285177

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ben's Hideaway, Inc.
t/a Henry's Liquors

2012 West Street
Annapolis, MD 21401

RECORD FEE 12.00
POSTAGE .50
H200150 C489 R02 T10*32
12/02/91
MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory now owned or hereafter acquired

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Ben's Hideaway, Inc. t/a Henry's Liquors

By: Michael M. Ziccardi
Michael M. Ziccardi, President

Secured Party (or Assignee)

BANK OF ANNAPOLIS

BY R. Michael Shymansky
R. Michael Shymansky, Vice President

Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

12-50

1. No. of additional sheets		State Billing Account No.	For Filing Officer (Date, Time, Number and Filing Office) DO NOT WRITE IN THIS SPACE
Saigon Palace Inc. 609 B Taylor Ave. Annapolis, MD 21401 52-170924	3. Secured Party(ies) and address(es) Diversey Corp. 1532 Biddle Ave. Wyandotte, Mi. 48192		RECORD FEE 11.00 POSTAGE .50 #285178 0489 702 T10:33 12/02/91 HARY H. ROSE AN CO. CIRCUIT COURT
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		

7. This financing statement covers the following types (or items) of property:

Low Energy Dishmachine - Model # ~~AD-UC~~

NOT SUBJECT TO RECORDATION TAX

Serial # 974

Saigon Palace

Diversey Corp.

Toi Tran
(Signature(s) of Debtor(s))

P. H. Rose
(Signature of Secured Party or Assignee of Record)

Toi Tran, President

Credit Manager

County
~~Secretary of State Copy~~

1100
52



285179

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Intercap Graphics
116 Defense Highway
Annapolis, MD 21401
Anne Arundel
4144-96557

2. Secured Party(ies) and address(es)

HEWLETT PACKARD COMPANY
Finance & Remarketing Division
331 East Evelyn Avenue
Mountain View, CA 94041

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)



RECORD FEE 17.00
POSTAGE .50
#280170 CARR R02 T10:30
12/02/91
MARY H. ROSE
MA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

Hewlett Packard Equipment per the attached equipment schedule

***Debtor has authorized secured party to file

Proceeds of Collateral are covered

"This Equipment is not subject to recordation tax."
"Pursuant to tax Property article #12-108K(4)"
to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Intercap Graphics

BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

HEWLETT PACKARD COMPANY

By:

M. Barnett
Signature(s) of Debtor(s)

By:

M. Barnett
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

17⁰⁰
50



HEWLETT-PACKARD

BOOK 575 PAGE 27

INSTALLMENT SALE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

SELLER: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
331 E. Evelyn Avenue
Mountain View, CA 94041

Installment Sale Agreement # 4144-96557
Ref: Master Installment Sale Agreement # 4144-96557

BUYER: Intercap Graphics (Full Legal Name of Buyer)
116 Defense Highway (Street Address)
Annapolis Anne Arundel Maryland 21401
(City) (County) (State) (Zip Code)
Jack Biddle (301) 224-2926 Federal I.D.#: _____
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF BUYER:

Street _____
City _____ County _____ State _____ Zip Code _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Installment Agreement # _____ HP Product Warranty, Form # perA4K34, Rev. _____
 Purchase Discount Agreement # _____ HP Software Terms, Form # per A4K34, Rev. _____
 _____ _____

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Early Buyout Schedule dated 2/15/91 _____
 HP State/Local Government Rider Form # _____, Rev. _____ _____

Terms and Conditions:

- Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Seller executes this same and shall expire 24 months following the "Payment Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement. However, if Buyer has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Seller's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Buyer.
- Payments:** As payment for the Equipment purchased hereunder throughout the term hereof, Buyer agrees to pay Seller, its successor or assigns the sum of \$ 2,330.81 per month inclusive/exclusive of applicable sales/use taxes. Monthly Payments shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Installment Sales Agreement.
- Amount Financed:** The total amount financed under this Equipment Schedule and Payment Agreement after deducting all applicable credits and discounts is \$ 49,392.00.
- Interest:** The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ 6,547.44.
- Early Buyout Option:** At its option beginning with the fourth (4th) month following the Payment Commencement Date, Buyer may elect to buyout all of the Equipment covered hereunder in accordance with the above referenced Buyout Schedule.
- Equipment Upgrade/Add-On:** At its option but subject to Seller's prior written consent, Buyer may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Seller upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.
- Upgrade Credit:** If this Equipment Schedule and Payment Agreement reflects an upgrade credit for Equipment to be returned by Buyer to Seller, Buyer agrees to return such Equipment to Seller within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.
- Financing Statement:** Buyer hereby grants and Seller reserves a purchase money security interest in the Equipment purchased hereunder and any proceeds thereof for the amount(s) set forth on the Equipment Schedule. BUYER HEREBY NOMINATES AND APPOINTS SELLER AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

Per attached Schedule "A"

2/24
10/24
Down payment due 30 days before ^{scheduled shipment} ~~delivery~~
Delivery shall be in not more than 6 months or less than 5 months.

NET PRICE - HARDWARE	\$52,296.00
NET PRICE - SOFTWARE	13,560.00
TOTAL NET PRICE - EQUIPMENT	65,856.00
OTHER COSTS/CREDITS	
LESS: DOWN PAYMENT/CREDITS	16,464.00
AMOUNT TO FINANCE	\$49,392.00

By execution hereof, the signer hereby certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Buyer.

SELLER: HEWLETT-PACKARD COMPANY

BY: _____

NAME/TITLE: _____
Authorized Signature

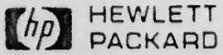
DATE: _____

BUYER: InterCap Graphics

BY: *C. W. Boddie III* _____

NAME/TITLE: *President* _____
Authorized Signature

DATE: *10/24/91* _____



EQUIPMENT SCHEDULE: INTERCAP

LEASE #: 4144-96557

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
2	A1929A	MDL 720 GRX GRAYSCA	15390.00	40.00%	9234.00	18,468.00
2	*OPT ODC	INSTANT IGNITION	75.00	40.00%	45.00	90.00
2	A1099B	LOCALIZATION KIT	100.00	40.00%	60.00	120.00
2	OPT ABA	ENGLISH VERSION	0.00	0.00%	0.00	0.00
2	*B2408A	LIC TO USE FORTRAN	1800.00	40.00%	1080.00	2,160.00
2	*OPT AAU	CD-ROM	0.00	0.00%	0.00	0.00
2	*OPT OBJ	HARDCOPY MANUALS	195.00	40.00%	117.00	234.00
2	B2358A	8.05 CD-ROM	0.00	0.00%	0.00	0.00
2	*OPT AAB	CD-ROM MEDIA KIT	595.00	40.00%	357.00	714.00
2	*B2354A	DEVELOPERS BUNDLE	1795.00	40.00%	1077.00	2,154.00
2	*OPT AAU	CD-ROM CERTIFICATIO	0.00	0.00%	0.00	0.00
2	B2355A	S700 HPUX DOCUM	0.00	0.00%	0.00	0.00
2	*OPT OBC	LICENSE TO USE	795.00	40.00%	477.00	954.00
2	*OPT UA2	LIC TO USE (4)	395.00	40.00%	237.00	474.00
2	A1933A	M720 CRX COLOR STD	22390.00	40.00%	13434.00	26,868.00
2	*OPT ODC	INSTANT IGNITION	75.00	40.00%	45.00	90.00
2	OPT AN8	ADD 16Mb MEMORY	5600.00	40.00%	3360.00	6,720.00
2	A1099B	LOCALIZATION KIT	100.00	40.00%	60.00	120.00
2	OPT ABA	ENGLISH VERSION	0.00	0.00%	0.00	0.00
2	*B2358A	8.05 CD-ROM	0.00	0.00%	0.00	0.00
2	*OPT AAB	CD-ROM MEDIA KIT	595.00	40.00%	357.00	714.00
2	*B2354A	DEVELOPERS BUNDLE	1795.00	40.00%	1077.00	2,154.00
2	*OPT AAU	CD-ROM CERTIFICATE	0.00	0.00%	0.00	0.00
2	*B2355A	S700 HP-UX DOCUM	0.00	0.00%	0.00	0.00
2	*OPT OBC	LICENSE TO USE	795.00	40.00%	477.00	954.00
2	*OPT UA2	LIC TO USE (4)	395.00	40.00%	237.00	474.00
2	*B2408A	LIC TO USE FORTRAN	1800.00	40.00%	1080.00	2,160.00
2	*OPT AAU	CD-ROM	0.00	0.00%	0.00	0.00
2	*OPT OBJ	HARDCOPY MANUALS	195.00	40.00%	117.00	234.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00

NET PRICE-HARDWARE		52,296.00
NET PRICE-SOFTWARE		13,560.00
TOTAL NET PRICE EQUIPMENT		65,856.00
OTHER COSTS		
LESS DOWN PAYMENT		16,464.00
AMOUNT TO FINANCE		49,392.00

* Indicates software item

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 285180

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1,430.00

If this statement is to be recorded in land records check here.

This financing statement Dated November 8, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lillie Rice

Address 870 Conservation Lane, Harwood, Md. 20776

2. SECURED PARTY

Name Chrysler First Financial Services Corporation

Address 1460 Ritchie Highway, Suite 205, Arnold, Md. 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 8, 1991

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

0200200 C489 R02 T10:54

12/02/91

MARY M. ROSE

AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

Coleman Furnace

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

870 Conservation Lane, Harwood, MD 20776

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lillie Rice
(Signature of Debtor)

Lillie Rice
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beverly Harkum
(Signature of Secured Party)

Beverly Harkum Chrysler First

Type or Print Above Signature on Above Line

11.00
10.50
10.50



STATE OF MARYLAND

FINANCING STATEMENT FORM C-1 575 PAGE 31 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 285181

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11-16-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph Apolonio / Imogene Apolonio
Address 4776 K Carmody Court Harwood, MD 20776

RECORD FEE 12.00
POSTAGE .50
#280290 C489 R02 T11:09
12/02/91
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Edna Kolpack
Address 4776 K Carmody Court Harwood, MD 20776

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 16, 2,006

4. This financing statement covers the following types (or items) of property: (list)

1989 Hauser 24 x 48 SN#: THPM1772AB
Mobile Home (including all household goods)

Name and address of Assignee
First Manufactured Housing Credit Corp.
6704 Curtis Court
Glen Burnie, MD 21061

(4). To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Joseph C. Apolonio
(Signature of Debtor)

Joseph C. Apolonio
Type or Print Above Name on Above Line

Imogene H. Apolonio
(Signature of Debtor)

Imogene H. Apolonio
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1200



285182

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11/8/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
11/11/91 11:10
12/02/91
HARY M. ROSE
COURT

1. DEBTOR

Name Butler Welding and Fabricating
Address 713 218th Street, Pasadena, Maryland 21122

2. SECURED PARTY

Name Arc Welder Sales & Rental Company, Inc.
Address 3403 Sinclair Lane, Baltimore, Maryland 21213
THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) ~~XXXX/XX/XX~~ NONE

4. This financing statement covers the following types (or items) of property: (list)

One (1) K-1333-1 Weldanpower 250 G9 Pro
Serial # A-1189078
Code # 9421
-ARC WELDING EQPT.-

ASSIGNEE OF THE SECURED PARTY:
THE LINCOLN ELECTRIC CO.
22801 ST. CLAIR AVE.
CLEVELAND OH 44117-1199

CONDITIONAL SALES CONTRACT IS EXEMPT FROM RECORDATION TAX.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Michael D. Butler
(Signature of Debtor)

MICHAEL D. BUTLER, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Terry O. Riggler G.M.
(Signature of Secured Party)

Terry O. Riggler
Type or Print Above Signature on Above Line

ARC WELDER ~~XX~~ SALES & RENTAL CO~~XX~~ INC

11/10
52

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 575 PAGE 33

Identifying File No. 285183

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David L. Miller
Address 5272 Chalk Point Road - West River, Md. 20778

RECORD FEE 11.00
POSTAGE .50
#380340 C489 R02 T11:13
12/02/91
MARY # ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Suit & Wells Eq Co Inc
Address 6300 Crain Highway - Upper Marlboro, Md. 20772
JI Case Credit Corp-P.O. Box 292-Racine, Wisconsin 53401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

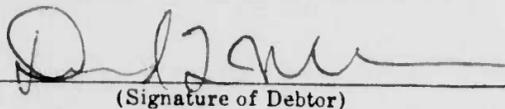
- (1) Case 688 Excavator
Serial #CGG0011640

Name and address of Assignee
J. I. Case Company and/or
J. I. Case Credit Corporation
P. O. Box 292
Racine, WI 53401

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

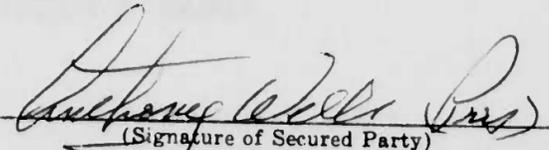
- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)


(Signature of Debtor)

David L. Miller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Suit & Wells Eq Co Inc
Type or Print Above Signature on Above Line

1100
36



285184

BOOK 575 PAGE 34

FINANCING STATEMENT

004-004-1089275-9803

RETURN TO: WILHEMINA HACK
TEXAS COMMERCE BANK, N.A.
R.E. OPERATIONS/16-HCB-301
P. O. BOX 2558
HOUSTON, TX 77252-301

This Financing Statement is presented to a Filing Officer in the Clerk of Circuit Court of Anne Arundel County, Maryland.

1. The name and address of Debtor:

Robert E. Rakel and Peggy A. Rakel
2420 Underwood
Houston, Texas 77030

RECORD FEE 12.00
POSTAGE .50
4280410 CABP R02 111:21
12/02/91
MARY H. ROSE
AA CO. CIRCUIT COURT

2. The name and address of the Secured Party:

Texas Commerce Bank National Association
712 Main Street
Houston, Texas 77002

(31)

3. This Financing Statement covers the following Collateral:

- (a) All personal property located on or arising out of Condominium Unit 15A-3 in the Shearwater Condominium, Horizontal Property Regime, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), including without limitation all refrigerators, ranges/ovens, dishwashers, disposals, fans/hoods, compactors, washers, dryers, wall to wall carpeting, and all improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock, insurance proceeds and other proceeds and all fixtures now or hereafter a part of the Property.
- (b) The proceeds, products, additions to, substitutions for and accessions of any and all property described in subparagraph (a) above.

DEBTOR:

Robert E. Rakel MD

ROBERT E. RAKEL

Peggy A. Rakel

PEGGY A. RAKEL

12⁰⁰ 30

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit 15 A-3, in the "Shearwater Condominium" Horizontal Property Regime, as established pursuant to a Declaration and By-Laws made by Spa Creek Associates, a Maryland Limited Partnership, dated February 8, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3471, folio 169, et seq., and Amended Declaration and By-Laws dated March 10, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3575, folio 518 and pursuant to the Plats entitled "Shearwater Condominium" described in the Declaration and recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-20, folios 47 through 50, and in Plat Book E-21, folios 21 through 26, inclusive, and Plat Book E-24, folios 1 through 28, inclusive. Together with an undivided percentage interest in the common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants and restrictions contained therein, and as shown on said Plats referred to herein.

FINANCING STATEMENT FORM UCC 285185

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Susan J. Field
Address 2100 Bayfront Terr., Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-749
Address 2 BUSINESS PARK DRIVE, SUITE 102
WALDORF, MARYLAND 20601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY
A SELLER OF COLLATERAL TO SECURE ALL PARTS OF PRICE

RECORD FEE 11.00
POSTAGE .50
H230140 C48P R02 T11:25
12/02/91
MARY M. ROSE
AA CO. CIRCUIT COURT

Acct # 394 72982

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Thermopride Furnace OH11-105
Thermopride A/C unit 3.5 Ton

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Susan J. Field
(Signature of Debtor)

Susan J. Field
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michelle Spalding
(Signature of Secured Party)

Michelle Spalding
Type or Print Above Signature on Above Line

11/30

3
1470

91-5926

BOOK 575 PAGE 37

Statement of Amendment of
Financing Statement

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed in the Financing Statement Records of Anne Arundel County, Maryland in liber 574 folio 22, on October 31, 1991, as ID # _____, and any prior amendments thereto.

1. Debtor: Lovell Regency Homes Limited Partnership
Address: c/o Lovell Homes Inc. Suite 200 9030 Red Branch Road Columbia, Maryland 21043

2. Secured Party: Provident Bank of Maryland
Address: 114 East Lexington Street Baltimore, Maryland 21202
Attn: Commercial Real Estate Department

3. The original Financing Statement referred to above is amended as follows:

Exhibit A attached hereto is added as a supplement and in addition to the original property description which was attached to the original Financing Statement.

RECORD FEE 10.00
POSTAGE .50
H251810 0488 1002 112:12
12/03/91

DEBTOR:
LOVELL REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership
By: Lovell Homes Inc., a Maryland corporation, General Partner

MARY H. ROSE
CIRCUIT COURT

10

By: Roger B. Davis
Roger B. Davis,
Vice President

SECURED PARTY:
PROVIDENT BANK OF MARYLAND
By: George D. Decker
George D. Decker (Name)
VICE PRESIDENT (Title)

Dated: 11/18/91

1050



Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered Forty-Three (43), Forty-Four (44) and Sixty (60) as shown on a Plat entitled, "Plat 2 of 9, RUSSETT, PLANNED UNIT DEVELOPMENT, SINGLE FAMILY DEVELOPMENT, PARCEL 10 (Resubdivision of Parcel 10 - Phase 1A)", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, at Page 28 as Plat Numbered 7201.

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

This statement refers to ORIGINAL Financing Statement bearing File no. 243691

Which was filed August 9,

19 82

1. Debtor(s) Name (Last Name First) and Complete Address(es)
Engine Distributors, Inc.
777 Annapolis Road
Maryland Route 175
Gambrills, Maryland 21054

2 Secured Party(s) Name and Complete Address(es)
Heritage Commercial Finance Co.
Broadway and Cooper Streets
Camden, NJ 08101
BOOK 575 PAGE 40

This Space for use of Filing Officer (Date, Time and Filing Office)

285187

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A:9-403
The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.

4 (X) TERMINATION STATEMENT R.S. 12A:9-404
The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5 () STATEMENT OF ASSIGNMENT R.S. 12A:9-405
The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)):

6 () STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406
The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below:



RECORD FEE 10.00
POSTAGE .50
REGISTERED COPY FOR TAXES
12/03/91

7. DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED
() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

APCO, CIRCUIT COURT

65044349

8. () (If collateral is crops). The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) () (If collateral is goods which are or are to become fixtures). The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9. () PROCEEDS of Collateral are also covered. 10. () PRODUCTS of Collateral are also covered. No. of additional sheets presented (0)

11. (X) Filed with: County Recording Officer of Anne Arundel County: () Secretary of State.
Signature(s) of Secured Party(s) or Assignee(s)
Midlantic National Bank Successor to
Heritage Commercial Finance Co.

Dated: Nov 4 19 91
Michael R. Geissler, VP (Not Valid Unless Signed)

FILING OFFICER'S COPY — This form of financing statement is approved by the Secretary of State of New Jersey.
FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

285188

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Banking Services, Inc.

Address 7534 Ritchie Highway, Suite 4, Glen Burnie, MD 21061

2. SECURED PARTY

Name Centennial Computer Corporation

Address 6100 Executive Boulevard, Rockville, MD 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All machinery, equipment, equipment leases, furniture and fixtures now owned or hereafter acquired. All inventory, raw materials, work in process and supplies now owned or hereafter acquired. All accounts receivable now outstanding or hereafter arising. All contract rights, instruments, chattel paper and general intangibles, or any assignments thereof, now owned or hereafter acquired.

G.L.

RECORD FEE 11.00
#012870 COMM REC 11:40
12/03/91
MARY H. ROSE
COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Camille E. Michalic, V.P.
(Signature of Debtor)

CAMILLE E. MICHALIC
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Charles L. Blackburn, Jr.
(Signature of Secured Party)

Charles L. Blackburn, Jr.
Type or Print Above Signature on Above Line

11

TERMINATION STATEMENT

The undersigned ^{Assignee} ~~XXXXXXXXXX~~ presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to original Financing Statement:
 File Number 265133 Dated 12-15-86
 Record Reference book 506 page 102

2. DEBTOR:

Name Unicorn Transportation, Inc.
Address 7513 Connelly Dr. Hanover, Maryland 21076

RECORD FEE 10.00
POSTAGE .50
#01280 0090 203 11:41
12/21/71

3. ~~XXXXXXXXXX~~ ASSIGNEE:

Name Union Trust Co. of Maryland
Address P.O. Box 1077 Baltimore, MD 21203

MARY H. ROSE
AA CO. CIRCUIT COURT



The ^{Assignee} ~~XXXXXXXXXX~~ further certifies that he no longer claims security interest under the above original Financing Statement.

WHEREFORE the ^{Assignee} ~~XXXXXXXXXX~~ requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate index and return the same to the party designated below:

PLEASE RETURN TO DEBTOR (address appears above)

ASSIGNEE
~~XXXXXXXXXX~~:

John W. Greave
UNICORN President

Union Trust Co. of Maryland
(now known as Signet Bank/MD)

Date: 11-18-91

By: Mary A. Curley
Asst Vice President (Title)

158



285189

BOOK 575 PAGE 43

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name P.C. Leasing, a division of Phoenixcor, Inc.
Address 65 Water Street, South Norwalk, CT 06854

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
This financing Statement covers the Inventory of Debtor listed on the attached Schedule A and all agreements relating to the sale or lease of such Inventory, including a certain Security Agreement #1118038, dated 10/1/91 and the payments and other monies due and to become due thereunder and the proceeds of all of the foregoing, including insurance proceeds.

(not subject to Recordation Tax - Inventory)

RECORD FEE 13.00
POSTAGE .50
#2851890 CARR R02 112:50
12/03/91
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank Sarro III
(Signature of Debtor)

FRANK SARRO III
President

P.C. Leasing, a division of Phoenixcor, Inc.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia McLafferty
(Signature of Secured Party)

Patricia McLafferty, Credit Officer
Type or Print Above Name on Above Line

Filed in Anne Arundel County MD

1007213-14 BG/5435

RETURN TO:

LEXIS © DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62708

Bos

SCHEDULE "A"

EQUIPMENT LIST

BOOK 575 PAGE 44

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Megalith Plate Maker Direct Image
1 (one)	1987 PAKO 26RA
1 (one)	Gamma Control Unit
1 (one)	20 x 24 Horizontal Negative Working Camera
1 (one)	36 x 52 Nuarc Plate Maker - FT 52V6UPNS
1 (one)	31 x 43 Nuarc Dylux maker - 40-1K
2 (two)	Nuarc Light Tables
1 (one)	30 x 50 Nuarc Line Up Table
1 (one)	12 x 18 Contact Printer - AGFA (1980)
1 (one)	20 x 24 Douthitt Contact Printer
1 (one)	11 x 17 Ryobi Chain Delivery Press - 2800CD (1980)
1 (one)	11 x 17 Ryobi Chain Delivery 2-Color Press 2800CD (1981)
1 (one)	16 x 20 Bestronic Shrink-Wrap Machine - T14 8
1 (one)	Jersey Wire Stitcher - ND-9
1 (one)	1989 Interlake Saddle Stitcher - ESS 100
1 (one)	Challenge 3 Head Drill - EH-3A (1984)
1 (one)	20 x 26 Baum Folder 3-3 Wright Angle - WH-1-044
1 (one)	Bindfast 5 Padding Machine - S/N 10794
1 (one)	Polar 42-inch Power Cutter Model 107 - S/N 1104
1 (one)	1980 AB Dick Collator with Folder and Saddle Stitcher Model 7824PS
1 (one)	Densitometer for Halftones
1 (one)	1983 Clark Forklift and Electric Pallet Jack
1 (one)	1975 Heidelberg Two Color Printing Press Model SORDZ S/N 505481
1 (one)	1969 Heidelberg One Color Kord Press
1 (one)	32" Fuji 1990 Plate Processor - PS800EB
1 (one)	30x40 Gallo Line Up Table
1 (one)	Apple II E Computer w/Printer
3 (three)	Radios for Dispatched Delivery vehicles (1989 Chevy Cube Van 12 ft., 1987 One ton Ford Van, and 1988 Dodge OMNI
1 (one)	Horizon Perfect Binder - S/N 21046 .
1 (one)	Model 226 Baumfolder 26 x 40 (443) continuous feeder - S/N NC4-227-28-29-30
1 (one)	Omega 6 pocket Binder (saddle gatherer) S/N 500220 w/2 sets of pockets - S/N's 510299 & 510330, Cover feeder - S/N 530118 and Hand Feed station - S/N 520192

TransFinancial Leasing Corp.

BY:

TITLE:

P.C. Leasing, a division of
Phoenixcor, Inc.

BY:

TITLE:

EQUIPMENT LIST

QUANTITY

DESCRIPTION

10 (ten)	Steel Pallet Racks - 10 uprights and 36 beams - 10'h x 8'l x 42"d
1 (one)	Super Speed Hand Banding Machine w/lift
2 (two)	Steel base formica top work tables
7 (seven)	Steel drum bin, cans & mobile bins
3 (three)	Steel L-shaped desk
1 (one)	IBM XT personal computer
2 (two)	Okidata microline 193 dot matrix printer
1 (one)	Formica 91 Conference Table
6 (six)	Chrome & leather arm chairs
6 (six)	Chrome & leather stacking chairs
1 (one)	GE Refrigerator/freezer
1 (one)	Douthitt 31x41" vacuum printing frame
1 (one)	Citation 42" Power Paper Cutter w/99 channel programmable spacer
1 (one)	PAKO 24 inch Rapid Access Film Processor w/replenishment tanks & darkroom panels
1 (one)	X-Rite Shrink Packaging System including: Sealer, Tunnel, and Temp Control

TransFinancial Leasing Corp.

BY:

TITLE:

P.C. Leasing, a division of
Phoenixcor, Inc.

BY:

TITLE:

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 575 PAGE 46

RECORD FEE 11.00
POSTAGE .50
#281840 1489 R02 T12:51
12/03/91
MARY W. ROSE
MD CO. CIRCUIT COURT

1. ~~DEBTOR~~ CONSIGNEE

Name THE GORDON JEWELRY CORPORATION
Address 901 W. Walnut Hill Lane, Irving, TX 75038

2. ~~SECURED PARTY~~ CONSIGNOR

Name ORIGINAL DESIGNS/FAMOR, INC.
Address 44-40 11th Street, Long Island City, NY 11101
Karen S. Lieberstein, c/o Kaye, Scholer, Fierman, Hays & Handler, 425 Park Ave., New York, NY 10022
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

CONSIGNMENT: See Schedule A attached hereto and made a part hereof.

Name and address of Assignee

4000401-67 18421KL

Filed with: Anne Arundel County

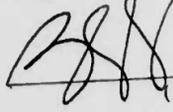
No taxes currently due. This is a consignment.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

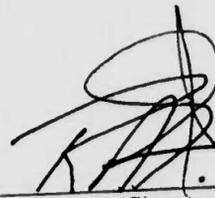
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)


BETTINA S. SOLOMON
ASSISTANT SECRETARY
(Signature of ~~Debtor~~ Consignee)
THE GORDON JEWELRY CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

RETURN TO:
LEXIS® DOCUMENT SERVICE
PO. Box 2869
Springfield, Illinois 62708


R.A. FARNED, JR. V.P.
(Signature of ~~Secured Party~~ Consignor)
ORIGINAL DESIGNS/FAMOR, INC.
Type or Print Above Signature on Above Line

11/00
90

**SCHEDULE A TO FINANCING STATEMENT
BY ORIGINAL DESIGNS/FAMOR, INC. (Consignor),
AGAINST
THE GORDON JEWELRY CORPORATION ("Consignee")**

This financing statement is filed as a memorandum of a consignment transaction, under the terms of an Agreement dated November 21 (as amended, restated, supplemented or otherwise modified from time to time in writing) between ORIGINAL DESIGNS/FAMOR, INC., as Consignor, and THE GORDON JEWELRY CORPORATION, as Consignee, covering 10kt and 14kt gold and diamond jewelry bearing the trademark ODI*, which may at any time now or hereafter be consigned or delivered by Consignor to or for the account of Consignee.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Sealy of Maryland and Virginia, Inc.
3901 Washington Boulevard
Baltimore, Maryland 21227
TIN: 52-1192669

2 Secured Party(ies) and address(es)
The First National Bank of Chicago,
as agent for certain parties described
on Schedule I attached hereto
One First National Plaza
Chicago, Illinois 60670

3 Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#791850 C489 R12 T12152

4 This statement refers to original Financing Statement No. ID #278293
Date filed: August 17, 19 89 Book 545, Pages 01-08 Filed with

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10

AMEND DEBTOR'S ADDRESS TO READ:

70-81 Industrial Park
Williamport, Maryland 21795

1007411-12 3344 58

SEALY OF MARYLAND AND VIRGINIA, INC.
By: John G. Bartik John G. Bartik
Signature(s) of Debtor(s) if an Amendment Treasurer

Dated: November 6, 19 91

(1) FILING OFFICER COPY-ALPHABETICAL

ucc-3

THE FIRST NATIONAL BANK OF CHICAGO, as Agent
By: Richard A. Peterson
Signature(s) of Secured Party(ies) Vice President

1 additional sheet presented

MARY H. ROSE
AA CO. CIRCUIT COURT

1000

SCHEDULE I

This Schedule I, consisting of a total of 1 page, is attached to and forms part of that certain Uniform Commercial Code Statement of Amendment, Form UCC-3, naming Sealy of Maryland and Virginia, Inc. as debtor and, as secured party, The First National Bank of Chicago, as agent for the various banks and other financial institutions (the "Banks") which are, or may from time to time become, parties to that certain \$495,000,000 Amended and Restated Secured Credit Agreement (Post-Merger Facilities), dated as of July 25, 1989 (as amended or modified and in effect from time to time), among Sealy Corporation (formerly known as The Ohio Mattress Company), Sealy Holdings, Inc. (formerly known as The Ohio Mattress Holding Company), the Banks, Continental Bank N.A. and Caisse Nationale de Credit Agricole, as co-agents, and the Secured Party.

FILING FEE \$ _____

Please Return To

LEXIS®

DOCUMENT SERVICES

P.O. BOX 2969

Springfield, Illinois 62708

THANK YOU

TAX: NOT SUBJECT TO RECORDATION TAX PURSUANT TO MD. TAX-PROPERTY
ARTICLE § 12-108
COURT: Circuit Court of Anne Arundel County
AMOUNT OF DEBT: \$652,820.56

RECORD FEE 45.00
POSTAGE .50
H282140 CARR P02 T14458
12/03/91
MARY H. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, AND
CROSS REFERENCED IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND AND RECORDED IN THE MARYLAND STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION.

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: Genderson Chevrolet, Inc.
138 Revell Highway
Annapolis, Maryland 21401
ATTN: Barry R. Genderson,
President
- 2. NAME AND ADDRESS OF SECURED PARTIES: Barry R. Genderson and
Blossom B. Genderson
343 Kingsberry Drive
Annapolis, Maryland 21401

45.00



3. This Financing Statement covers the following types (or items) of property whether now owned or hereafter acquired, and all proceeds and products thereof:

a. All inventory in automotive and trucking parts now owned or hereafter acquired and proceeds thereof;

b. All present accounts receivable and all accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement, together with any proceeds thereof which are received by or refunded to Debtor.

c. All cash, or non-cash proceeds of any of the foregoing.

4. The aforesaid items are included as security in a Security Agreement (attached) given by Debtor to Secured Parties securing an indebtedness owed by Debtor to the Secured Parties pursuant to Promissory Notes to Blossom Genderson dated 9/26/91, 10/15/91, 10/19/91, and 10/14/91; and Promissory Notes to Barry Genderson dated 2/15/89, 4/23/90, 7/20/90, 5/9/91, 7/12/91, 10/11/91, and 11/18/91.

ATTEST:

Genderson Chevrolet, Inc.

Blossom B. Genderson
Secretary

By: [Signature]
President

FILING OFFICER:

After recordation, please return this Financing Statement to:

Frank L. Kollman, Esquire
Kollman, Sheehan, Nathan & Fink, P.A.
8th Floor, Sun Life Building
20 South Charles Street
Baltimore, Maryland 21201

SECURITY AGREEMENTA. Parties.

1. Genderson Chevrolet, Inc., 138 Revell Highway, Annapolis, Maryland 21401 ("Debtor" hereafter).
2. Barry R. Genderson and Blossom B. Genderson, 343 Kingsberry Drive, Annapolis, Maryland 21401 ("Secured Parties" hereafter).

B. Agreement.

Subject to the applicable terms of this Security Agreement, Debtor grants to Secured Parties a security interest in the Collateral to secure the payment of the Obligation.

C. Obligation.

The following is "the Obligation" secured by this Agreement:

1. The following promissory notes from Genderson, Inc. to Barry R. Genderson:

<u>Date of Note</u>	<u>Amount of Note</u>
2/15/89	\$200,000.00
7/20/90	\$100,000.00
4/23/90	\$ 18,455.52
7/12/91	\$ 50,000.00
5/09/91	\$ 50,000.00
11/18/91	\$ 38,000.00
10/11/91	\$ 20,000.00

2. The following promissory notes from Genderson, Inc. to Blossom B. Genderson:

<u>Date of Note</u>	<u>Amount of Note</u>
10/19/91	\$50,000.00
10/15/91	\$10,000.00
10/15/91	\$25,000.00
10/19/91	\$15,400.00
10/24/91	\$25,965.04
9/26/91	\$90,000.00

3. Interest on the above amounts, as agreed between the Secured Parties and the Debtor, or if no such agreement, at the maximum rate permitted by law.

4. All costs incurred by the Secured Parties to obtain, preserve, and enforce this security interest collect the obligation and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale.

D. Collateral.

1. The security interest is granted in the following, hereinafter called the "Collateral":

a. All inventory in automotive and trucking parts now owned or hereafter acquired and proceeds thereof;

b. All present accounts receivable and all accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement, together with any proceeds thereof which are received by or refunded to Debtor.

c. All cash, or non-cash proceeds of any of the foregoing.

E. Agreements of Debtor.

1. Debtor will: take adequate care of the Collateral; insure the Collateral for such hazards and in such amounts as Secured Parties direct, policies to be satisfactory to Secured Parties; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the Obligation, and preserve the Collateral, including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale; furnish Secured Parties with any information on the Collateral requested by the Secured Parties; allow Secured Parties to inspect the Collateral, and inspect and copy all records relating to the Collateral and the Obligation; sign any papers furnished by Secured Parties which are necessary to obtain and maintain this security interest; assist Secured Parties in complying with the Federal Assignment of Claims Act, where necessary to enable Secured Parties to become an assignee under that Act; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper which are part of the Collateral to Secured Parties immediately, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method satisfactory to Secured Parties) in goods covered

by chattel paper which is part of the Collateral; notify Secured Parties of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Debtor in this agreement or furnished to Secured Parties, or if any event of default occurs.

2. Debtor will not (without Secured Parties' consent): remove the Collateral from the locations specified herein; allow the Collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the Collateral, except goods identified herein as inventory; allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

3. Debtor warrants: no financing statement has been filed with respect to the Collateral, other than relating to this security interest; Debtor is absolute owner of the Collateral, and it is not encumbered other than by this security interest (and the same will be true of Collateral acquired hereafter when acquired); none of the Collateral is affixed to real estate or an accession to other goods, nor will Collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless Debtor has furnished Secured Parties the consents or disclaimers necessary to make this security interest valid against persons holding interests in the real estate or other goods; all account debtors and obligors, whose obligations are part of the Collateral, are to the extent permitted by law

prevented from asserting against Secured Parties any claims or defenses they have against sellers.

F. Rights of Secured Parties.

Secured Parties may, in their discretion, before or after default: terminate, on notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory Collateral, or any other Collateral as to which such permission has been given; require Debtor to give possession or control of the Collateral to Secured Parties; indorse as Debtor's agent any instruments or chattel paper in the Collateral; notify account debtors and obligors on instruments to make payment directly to Secured Parties; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the Obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the Collateral, without notice to Debtor, and add costs of same to the Obligation (but Secured Parties are under no duty to take any such action); release Collateral in its possession to Debtor, temporarily or otherwise; take control of funds generated by the Collateral, such as dividends, interest, proceeds or refunds from insurance, and use same to reduce any part of the Obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar

rights; revoke any permission or waiver previously granted to Debtor.

G. Miscellaneous.

The rights and privileges of Secured Parties shall inure to its successors and assigns. All representations, warranties, and agreements of Debtor shall bind Debtor's successors and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this agreement. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral. Notice mailed to Debtor's address in § A, or to Debtor's most recent changed address on file with Secured Parties, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable. A photographic or other reproduction of this agreement, or any financing statement signed by Debtor, is sufficient as a financing statement.

H. Default.

Any of the following is an event of default: failure of Debtor to pay the note in the Obligation in accordance with its terms, or any other liability in the Obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement, involvement of Debtor in bankruptcy or insolvency

proceedings; death, dissolution, or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the Collateral; modification of any contract, the rights to which are part of the Collateral; judgment against Debtor; filing any financing statement with regard to the Collateral, other than relating to this security interest; Secured Parties' belief that the prospect of payment of any part of the Obligation or the performance of any part of this agreement, is impaired.

I. Forbearance Agreement.

In consideration of this Security Agreement, the Secured Parties agree to forbear from enforcing their rights to be paid the amounts due on the Promissory Notes.

The Forbearance Period shall be that period of time commencing when this Agreement is fully executed and shall terminate on the occurrence of any of the following events of default:

- a. The entry of a decree or order by a court of competent jurisdiction for relief with respect to the Debtor under Title 11 of the United States Code as now constituted or hereafter amended, or any other applicable federal, state, or foreign bankruptcy law or similar law appointing of a receiver, liquidator, assignee, trustee, custodian, sequestrator, conservator, or similar official of the Debtor, or of any part of

the property of the Debtor, ordering the winding-up of or liquidation of the affairs of the Debtor;

b. The filing by the Debtor or a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state, or foreign bankruptcy law or other similar law, or the consent by the Debtor, to the institution of proceedings thereunder or to the filing of any such petition or the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, conservator (or other similar official) of the Debtor, or of any portion of the property of such the Debtor;

c. The failure of the Debtor to pay when due any sum which the Debtor is required to pay, or to perform when required any obligation which the Debtor is required to perform under any of the Lending Documents, or the failure of the Debtor to observe any obligation required to be observed by the Debtor under any of the Lending Documents;

d. The providing by the Debtor of any false representation or breach of warranty made in any of the Lending Documents, or in any statement or certificate at any time given in writing pursuant to any of the Lending Documents;

e. Any sale, transfer, or other disposition, other than sales in the ordinary course of business, of any property securing the Debtor's indebtedness to the Secured Parties, or of the Debtor's interest in any such property, except

as expressly provided herein, or upon the prior written approval of the Secured Parties;

f. The Debtor engaging in any transaction which is not in the ordinary course of its respective business, except as such transactions may be expressly permitted by the advance, written consent of the Secured Parties;

g. Any breach of any of the terms or conditions of this Agreement.

J. First and Prior Lien.

This security agreement grants to Secured Parties a first and prior lien to secure the payment of the Obligation listed herein, and extensions and renewals thereof. If Secured Parties disposes of the Collateral following default, the proceeds of such disposition available to satisfy the Obligation shall be applied first to the notes included therein, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For purposes of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

ATTEST:

Genderson Chevrolet, Inc.

Alison B. Genderson
Secretary

By: [Signature]
President

Debtor or Assignor Form

FINANCING STATEMENT

285192

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 16,750.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Gore Reporting Company, Inc.

716 Melvin Avenue
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Computer Equipment--See Schedule "A" for Details

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
 RECORD TAX 119.00
 POSTAGE .50
 #282610 CABR R02 T09:4.1
 12/04/91
 MARY H. ROSE
 AA CO. CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

Gore Reporting Company, Inc.

FARMERS NATIONAL BANK OF MARYLAND

William R. Gore
William R. Gore, President

BY *Joseph L. Schmidt*
Joseph L. Schmidt, Loan Officer

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.00
119.00
50



BOOK 575 PAGE 61-A

GORE REPORTING COMPANY
SCHEDULE "A"

ECLIPSE LAPTOP 3230 Serial #S1- 1113273
Eclipse CAT Software
Disk Caching Software
80386SX, 20Mhz
2 MB RAM, 120-MB Hard Drive
Large CCFT Paper White VGA Display
3 1/2" Floppy Drive
Detachable Keyboard Serial # 4R29BH-B9143L21616
Carrying Case
Port for External 5 1/4" Floppy Drive
Panasonic KX P4420 Laser Printer (8 pp/min) Serial # 1HMAVF921392123

EXTERNAL 2400 BAUD MODEM

LEGIT'I'MATE WRITER Serial # 7157148
W/REAL-TIME CABLE

HIGH RESOLUTION COLOR VGA MONITOR Serial #9133148380

ECLIPSE 3130 PREMIER SYSTEM Serial # FXGSS590-16V
80386SX, 16Mhz
2 MB RAM, 40-MB Hard Drive
3 1/2" Floppy Drive
5 1/4" Floppy Drive
Mouse
2400 Baud Internal Modem
With High Resolution VGA Color Monitor Serial #9133148378

Subject to recordation - \$67,000.00.

043534

BOOK 575 PAGE 62

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279709

RECORDED IN LIBER 550 FOLIO 444 ON 1-18-90 (DATE)

1. DEBTOR

Name Arundel Signs, Inc.

Address Defense Highway and South Haven Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>To add attached Schedule "B", Pages 1-5 as additional collateral.</p> <p style="text-align: right;">RECORD FEE 24.00 RECORD TAX 469.00 POSTAGE .50 NOV 20 1991 10:42 12/04/91 MARY H. ROSE GA. CO. CLERK OF COURT</p>	

Arundel Signs, Inc.

Ollie M. Henshaw
By: Ollie M. Henshaw, Pres.

Dated November 20, 1991

Mary Jo Clark
(Signature of Secured Party)

Mary Jo Clark, AVP
Type or Print Above Name on Above Line

2400
469.00
50





QUALITY • COMMITMENT • SERVICE

FURNITURE/EQUIPMENT/VEHICLE INVENTORY
AS OF OCTOBER 31, 1991

OFFICE #1

2 Metal Desks	250.00
2 Desk Chairs	200.00
2 Stackable Chairs	40.00
1 Small File Cabinet	50.00
1 Texas Instruments Calculator	60.00
1 Room Divider	100.00
1 Wall File Folder	25.00
2 Desk File Holders	40.00

OFFICE #2

5 File Cabinets	625.00
1 Secretarial Desk	300.00
1 Computer Desk	450.00
2 Secretarial Chairs	150.00
1 IBM PC XT & Epson Printer	6,700.00
Precise Software	3,600.00
Solomons Software	2,000.00
1 Facit Electric Typewriter	300.00
2 Calculators	100.00
1 Wooden Cabinet	50.00
1 Emerson PC & Panasonic Printer	1,599.00

OFFICE #3

1 Wooden Desk	500.00
1 Metal Desk	125.00
1 Conference Table	900.00
2 Stackable Chairs	50.00
1 Calculator	75.00
1 Book Shelf	100.00
2 File Holders	50.00

HALLWAY

1 Cabinet with Shelves	75.00
1 4397 Dietzgen Blue Printer	600.00
1 Refrigerator	100.00
1 Fire Extinguisher	40.00

19,254.00

P.O. Box 6597 • 529 Defense Highway, Annapolis, Maryland 21401

Wash. (301) 261-8238, Balto. (301) 841-6363, Annap. (301) 224-3727 FAX (301) 266-6825



QUALITY • COMMITMENT • SERVICE

DRAFTING ROOM

1 Lifted Drafting Table	900.00
1 Unlighted Drafting Table	500.00
1 Drafting Rule	250.00
1 Drafting Chair	25.00
1 3M Projector	800.00
1 EAC Graphic Computer Camera	6,500.00
1 CP53 Copyproof Developer	250.00
1 12" Paper Cutter	75.00
1 Wooden Vinyl Holder	450.00
2 5' Conference Tables	250.00
1 Blueprint Cabinet	400.00
1 Metal Cabinet	250.00
1 Metal Desk	100.00
1 Wooden Computer Desk	425.00
1 5' Conference Table	125.00
1 Desk Chair	175.00
1 Air Conditioner Unit	325.00

SHOP

1 4X8 Vacuum Former	3,900.00
1 4x8 Peg Board	75.00
1 Disk Sander	120.00
1 512A Jiffy Lift	700.00
1 6' Vertical Plastic Saw	1,500.00
1 Roth Notcher	450.00
1 4x4 Peg Board	40.00
1 Wooden Cabinet	75.00
2 Commercial Fans	480.00
7 4x8 Wooden Tables on Rollers	525.00
4 8x8 Steel Tables on Rollers	400.00
1 Wooden Stand on Rollers	40.00
1 Metal Stand on Rollers	40.00
1 Stud Gun and Fittings	1,650.00
1 16 x 26 Binks Spray Booth	12,000.00
1 5HP Air Compressor	2,700.00
3 Binks Spray Guns	525.00
1 Paper Holder on Spray Booth	100.00
1 Paint Recycle Machine	2,650.00
3 Fireproof Enamel Reducer Cans	45.00
1 Metal Fireproof Paint Cabinet	600.00
1 Shop Vacuum	300.00
1 6x3 Metal Cabinet	150.00
1 9x3 Metal Cabinet	150.00

41,015.00

P.O. Box 6597 • 529 Defense Highway, Annapolis, Maryland 21401

Wash. (301) 261-8238, Balto. (301) 841-6363, Annap. (301) 224-3727 FAX (301) 266-6825



QUALITY • COMMITMENT • SERVICE

SHOP (SHEET METAL)

1 Metal Shrinker	2,000.00
1 Metal Stretcher	2,000.00
1 Miller Aluminum Welders	3,000.00
1 Mig Attachment	1,200.00
1 Tig Attachment	1,200.00
1 225 Amp Shop Welder	225.00
1 Letter Gun Welder	2,700.00
1 Bostitch Stitcher	5,817.00
1 8' shear	4,500.00
1 8' Metal Brake	3,000.00
1 8' Catching Table	125.00
1 Finger Break	1,000.00
1 4' Metal Roller	1,080.00
1 2' Metal Roller	200.00
1 4' Finger Brake	1,100.00
1 Scotchman Hydraulic Ironworker	4,200.00
1 Crob Bandsaw with Welder	3,686.00
1 16" Dewalt Radial Arm Saw	3,000.00
3 Blades for Radial Arm Saw	600.00
4 8' Rolles for Radial Arm Saw	500.00
5 Roller Stands	250.00
1 Shop Acetylene Torch, Gauges & Hose	450.00
1 Heavy Duty Vice	125.00
1 Heavy Duty Drill Press	450.00
1 Metal Stand for Drill Press	225.00
1 Heavy Duty Sander	150.00
9 25' Air Hoses & Connectors	450.00
1 Kennedy Double Stand Tool Box	450.00
1 Wooden Cabinet	220.00
1 Metal Screw Bin	125.00
6 Garbage CanS & Fire Extinguishers	340.00
1 Electronic Time Clock	1,500.00
3 Hammer Drills	1,050.00
1 Cutawl	450.00
1 Bosch Handshear	220.00
1 Bosch 1581 vs Sabersaw	190.00
Shoves, Hole diggers, hammer etc	400.00

NEON PLANT

1 Complete Neon Glass Set UP	7,500.00
3 4x8 Tables	300.00
1 Glass Rack	175.00
1 Tubing Rack	150.00
Neon Glass in Stock	Approx. 1,500.00

	57,803.00

P.O. Box 6597 • 529 Defense Highway, Annapolis, Maryland 21401

Wash. (301) 261-8238, Balto. (301) 841-6363, Annap. (301) 224-3727 FAX (301) 266-6825



BOOK 575 PAGE 66

Schedule "B", Page 4

QUALITY • COMMITMENT • SERVICE

VEHICLES

1 1985 International Diesel Trucks, Serial #1HTLAHGP8FHA50494 w/85' Crane & Ladders (Crane Serial No. 85-4476-75)	45,000.00 1,500.00
1 Welder/Generator	450.00
1 Acylene/Oxygen Torches & gauges w/hose	----- 46,950.00
1 1980 GMC Truck w/85' Crane & Ladders, Serial #T17DEAV579952 (Serial #85-5111-80)	40,000.00 1,500.00
1 Welder/Generator (Serial #KA-758302)	450.00
1 Acylene/Oxygen Torches & Gauges	----- 41,950.00
1 1990 Ford Truck w/Ladder Rack Serial #1FTHF25H4LNB13923	17,137.00
1 1987 Dodge Van (Long Body) Serial #2B7HB23TOHK262027	8,000.00

COMPUTERIZED CYBERMATION MACHINE

Cybermation Serial #4811	125,000.00
Balance Owed	(63,952.00)
	----- 61,048.00

TOTAL 175,085.00

GRAND TOTAL 293,157.00

P.O. Box 6597 • 529 Defense Highway, Annapolis, Maryland 21401
Wash. (301) 261-8238, Balto. (301) 841-6363, Annap. (301) 224-3727 FAX (301) 266-6825



35 Front Street • P.O. Box 160 • Bridgeport, Pa. 19405

(215) 275-4700

FAX (215) 275-6676

Monday, October 7, 1991

Mr. Michael Henshaw
Vice President
Arundel Signs, Inc.
P.O. Box 6597
Annapolis, MD. 21401

Dear Mr. Henshaw,

Wysong also has a 90-12 Press Brake in stock at \$25,000.

Our finance package would be as follows with this machine:

Wysong 1010-HM Shear	\$25,500	
6' Squaring arm	1,520	Serial #HM57-137
2 front support arms	400	
Wysong Trufab P-90-12	\$25,000	
with die holder and manual		Serial #HSB2S-100
back gauge adjustment		
1 year warranty		
Ship in 5-7 working days		
Automec CNC 99 HD	\$ 9,890	
(HD unit is required on 12'		
press brake)		

Total investment with dies, rigging and freight

\$69,185

9

CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443 Page No. 334
Identification No. 240264 Dated November 2, 1981*

- 1. Debtor(s) { Severna Associates Limited Partnership
Name or Names—Print or Type
21 West Road, Towson, Maryland 21204
Address—Street No., City-County State Zip Code
Monumental Life Insurance Company
- 2. Secured Party { Monumental General Insurance Company, successor in interest to The
Name or Names—Print or Type Volunteer Life Insurance
2 East Chase Street, Baltimore MD 21202
Address—Street No., City-County State Zip Code Company
- 3. Maturity Date (if any) _____
- 4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination POSTAGE .50</p>

4256070 0263 R01 T10*10
12/04/91
MARY M. ROSE
CLERK OF THE CIRCUIT COURT

Dated: DEC 2, 1991
MONUMENTAL LIFE INSURANCE COMPANY
Name of Secured Party
By: [Signature]
Signature of Secured Party
David M. Zachar, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

MONUMENTAL GENERAL INSURANCE COMPANY
(successor in interest to The Volunteer State Life Insurance Company)
Name of Secured Party
By: [Signature]
Signature
David M. Zachar, Vice President
Title

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202



CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 240266 443 Page No. 349 *

Identification No. 240266 Dated _____

- 1. Debtor(s) { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Northwest and Calvert Streets, Annapolis, MD 21401
Address—Street No., City·County State Zip Code
Monumental Life Insurance Company
- 2. Secured Party { Monumental General Insurance Company, successor in interest to The
Name or Names—Print or Type Volunteer Life Insurance
Company
2 East Chase Street, Baltimore MD 21202
Address—Street No., City·County State Zip Code
- 3. Maturity Date (if any) _____
- 4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

10.00
.50
#251000 DEAS R01 710:11
12/04/91

* AS ASSIGNED IN LIBER 458 FOLIO 340.

MARY M. RIDGE
AN CO. CIRCUIT COURT

Dated: Dec 2, 1991

MONUMENTAL LIFE INSURANCE COMPANY
Name of Secured Party

By: [Signature]
Signature of Secured Party

David M. Zachar, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

AMERICAN TITLE GUARANTEE COMPANY
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

102

MONUMENTAL GENERAL INSURANCE COMPANY
(successor in interest to The Volunteer State Insurance Company)
Name of Secured Party

By: [Signature]
Signature

David M. Zachar, Vice President
Title

BC-8997

FS-3

CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443 Page No. 328
Identification No. 240263 Dated November 2, 1981

1. Debtor(s) { Severna Associates Limited Partnership
Name or Names—Print or Type
21 West Road, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank, successor to The Equitable Trust Company
Name or Names—Print or Type
10 Light Street Baltimore Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00

POSTAGE .50

4254026 0263 R01 110411

12/04/81

MARY N. ROSE

600 CO. CIRCUIT COURT

Dated: 11/26/81

MARYLAND NATIONAL BANK,
successor to The Equitable Trust Company
Name of Secured Party

By: *[Signature]*
Signature of Secured Party

DAVID J. BOOTH, V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

102

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202



CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443 Page No. 346
Identification No. 240265 Dated November 2, 1981

1. Debtor(s) { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Northwest and Calvert Streets, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank, successor to The Equitable Trust Company
Name or Names—Print or Type
10 Light Street Baltimore Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDED FEE 10.00
POSTAGE .50
NOV 10 1981
11/04/81
MARY M. ROSE
ANNE AR. CIRCUIT COURT

105

Dated: 11/26/81

MARYLAND NATIONAL BANK,
successor to The Equitable Trust Company
Name of Secured Party
By: [Signature]
Signature of Secured Party
DANIEL J. BOOTH, V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202



BC-8997

STATE OF MARYLAND

FS 5

BOOK 575 PAGE 72

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262751

RECORDED IN LIBER 500 FOLIO 66-69 ON July 17, 1986 (DATE)

1. DEBTOR

Name Severna Associates Limited Partnership

Address 21 West Road, Towson, MD 21204

2. SECURED PARTY

Name First American Bank of Maryland

Address 210 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>10.00</p> <p>.50</p> <p>12/04/91</p> <p>MARY T. ROSE</p> <p>24 CO. CIRCUIT COURT</p>	
	<p>105</p>	

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

FIRST AMERICAN BANK OF MARYLAND

Dated DEC 3, 1991

By: Carol L. Seitz
(Signature of Secured Party)
Carol Seitz, Asst. Vice President
Type or Print Above Name on Above Line

BC-8997

F.S. - (6)

THE DEBTORS HEREBY CERTIFY THAT RECORDATION TAX HAS BEEN PAID TO THE CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY, MARYLAND.

FINANCING STATEMENT

TO BE RECORDED AMONG:

- (a) the Financing Statement Records of the Maryland State Department of Assessments and Taxation;
- (b) the Financing Statement Records of Anne Arundel County;
- (c) the Land Records of Anne Arundel County; and
- (d) the Financing Statement Records of Baltimore County.

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTORS: SEVERNA ASSOCIATES LIMITED PARTNERSHIP (the "Borrower")
 24 Truckhouse Road
 Severna Park, Maryland 21146
 c/o Meridian Inc.
 515 Fairmount Avenue
 Suite 800
 Towson, Maryland 21204
 Attn: Mr. James S. Pope,
 Vice President of
 Development and Project Finance



FEE 30.00

and

POSTAGE .50

MERIDIAN INC.
 (the "Facility User")
 515 Fairmount Avenue
 Suite 800
 Towson, Maryland 21204
 Attn: James S. Pope
 Vice President of
 Development and Finance

285193 0243 001 110412

10/04/91

MARY M. ROSE
 AS CO. CLERK COURT

2. NAME AND ADDRESS OF SECURED PARTY: The Daiwa Bank, Limited
 Baltimore Loan Production Office
 10 East Baltimore Street
 Suite 1402
 Baltimore, Maryland 21202
 Attn: Manager

AMERICAN TITLE GUARANTEE CORPORATION
 120 EAST BALTIMORE ST.
 SUITE 1800
 BALTIMORE, MARYLAND 21202

3850



3. This Financing Statement covers all right, title and interest of Severna Associates Limited Partnership (the "Borrower") in and to all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, wherever situated, whether or not used in the operation of the Improvements (hereinafter defined) or otherwise pertaining to the Property (hereinafter defined), including, without limitation the following:

(a) All of the rents, issues, proceeds, licenses, franchises, permits, income, profits, and royalties and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases or other use or occupancy agreement pertaining to the Property.

(b) All building materials, machinery, fixtures, equipment, furniture, and articles of tangible personal property of every kind and nature whatsoever, and all replacements thereof and substitutions therefor.

(c) All judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporary or permanent, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(d) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property or any portion thereof.

(e) All leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property (collectively, the "Leases"), together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), together with all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, water rights, water courses, riparian rights, liberties, advantages, accessions, and privileges now or hereafter appertaining to the Land, or any part thereof including any homestead or other claim at law or in equity, the reversion or reversions, remainder or remainders thereof, and also all estate, property, claim, right, title or

interest hereafter acquired by the Borrower in and to the Property, together with all right, title and interest of the Borrower including any after acquired title or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the Land, and (ii) all improvements, structures and buildings now or hereafter erected or placed on the Land (including, without limitation, the Facility, as hereinafter defined), and all replacements thereof ("Improvements"), (iii) the collateral described in this Financing Statement, and (iv) any and all alterations, additions, accessions and improvements to property substitutions therefor and renewals and replacements thereof (the "Additions").

The Land is also described in the Consolidated and Restated Deed of Trust dated December 3rd, 1991 (the "Deed of Trust"), executed by the Borrower for the benefit of M. Lee Milligan and Frieda M. A. McWilliams, as Trustees, and the Secured Party as security for indebtedness in the total principal amount of \$6,000,000 (the "Loan"). The Loan has been made pursuant to the terms of (i) a Loan Agreement dated December 3rd, 1991, by and between the Secured Party and the Borrower dated (the "Loan Agreement"), (ii) a Security Agreement dated December 3rd, 1991, by and among the Debtors and the Secured Party (the "Security Agreement") and (iii) other documents executed in connection therewith (collectively, with the Loan Agreement, the Security Agreement and the Deed of Trust, the "Financing Documents").

4. This Financing Statement also covers the following property of each of the Debtors:

(a) All of the Debtor's Accounts, Chattel Paper, Contract Rights, General Intangibles, Instruments and Inventory arising out of, or relating to the operation of, the Facility, both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted.

(b) All of the Debtor's equipment, furniture and fixtures, arising out of, or relating to the operation of the Facility, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, and (ii) all replacements thereof and substitutions therefor (the "Equipment").

(c) All of the Debtor's right, title and interest in and to (i) all licenses, certificates of need (including the Certificate of Need), operating permits and other governmental authorizations necessary to the operation of the Facility as a nursing home and, (ii) rights to receive payment under all third-party payor contracts, including those executed or delivered in connection with Managed Care Plans or Resident Admission Agreements, together with all rights, privileges and entitlements thereunder and all cash and non-cash proceeds thereof.

"Accounts", "Chattel Paper", "Contract Rights", "General Intangibles", "Instruments" and "Inventory" shall have the respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of

Maryland, and shall also cover, without limitation, the following, all with respect to or arising out of the Facility or the operations thereof: all presently existing or hereafter acquired or created accounts, accounts receivable, contract rights, notes, drafts, instruments, acceptances, chattel paper, credit files and records (arising from or related to the collection of Accounts), choses in action and judgments (arising from or related to the collection of Accounts), leases and writings evidencing a monetary obligation or a security interest in or a lease of goods, all rights to receive the payment of money or other consideration under present or future contracts (including, without limitation, all rights to receive payments under presently existing or hereafter acquired or created letters of credit and all rights to receive the payment of money or other consideration from, or on behalf of, any private pay patient), or by virtue of merchandise sold or leased, services rendered, real property or facilities leased, loans and advances made or other consideration given by or set forth in, or arising out of, any present or future chattel paper, note, draft, lease, acceptance, writing, bond, insurance policy, instrument, document or general intangible, and all extensions and renewals of any thereof, all rights under or arising out of present or future contracts, agreements or general interest in merchandise which gave rise to any or all of the foregoing, including all goods, all claims or causes of action now existing or hereafter arising in connection with or under any agreement or document or by operation of law or otherwise, all collateral security of any kind (including real property mortgages) given by any person with respect to any of the foregoing, all rights to receive payment under all third-party payor contracts, and any and all depository accounts into which the proceeds of all or any portion of such accounts may be now or hereafter deposited.

"Certificate of Need" shall mean the Certificate of Need relating to the Facility issued by the Maryland Health Resources Planning Commission to the Facility User dated October 6, 1980, as modified by the Modification to Certificate of Need dated July 14, 1981.

"Facility" shall mean the Land and all Improvements located thereon, and additions thereto, which will be licensed and operated as a nursing home facility known as Meridian Nursing Center - Severna Park and containing 141 comprehensive care beds.

"General Intangibles" shall mean any and all general intangibles of every nature, whether presently existing or hereafter acquired or created or arising out of or relating to the Facility or the operations thereof, including without limitation all books, correspondence, credit files, records, computer programs, computer tapes, cards and other papers and documents in the possession or control of either of the Debtors, claims, judgments, patents, patent licenses, trademarks, trademark licenses, licensing agreements, rights in intellectual property, goodwill, as that term is defined in accordance with generally accepted accounting principles (including all goodwill of the Debtors' businesses symbolized by, and associated with, any and all trademarks, trademark licenses, rights, literary rights, copyrights, service names, service marks, logos and trade secrets), all amounts

received as an award in or settlement of a suit in damages, interests in joint ventures or general or limited partnerships, all undisbursed loan proceeds, all Licenses, Operating Agreements and Management Contracts and Resident Admission Agreements.

"Governmental Authority or Authorities" shall mean any governmental or quasi-governmental entity, including, without limitation, any department, commission, board, bureau, agency, administration, service or other instrumentality of any governmental entity.

"Lease" shall mean the Lease dated as of January 1, 1987, by and between the Borrower and the Facility User, pursuant to which the Borrower has leased the Facility to the Facility User, as the same may be amended, modified or supplemented from time to time.

"Licenses" shall mean any and all licenses, certificates of need, operating permits, franchises, and other licenses, authorizations, certifications, permits, or approvals, other than construction permits, now existing or at any time hereafter issued by, or on behalf of, any Governmental Authority with respect to the acquisition, construction, renovation, expansion, leasing, ownership and/or operation of the Facility, any and all operating licenses issued by any state Governmental Authority, any and all pharmaceutical licenses and other licenses related to the purchase, dispensing, storage, prescription or use of drugs, medications, and other "controlled substances," any and all licenses relating to the operation of food or beverage facilities or amenities, if any, and any and all certifications and eligibility for participation in Medicare, Medicaid, CHAMPUS, Blue Cross and/or Blue Shield, or any of the Managed Care Plans, private insurer, employee assistance programs or other third party payment or reimbursement programs as the same may from time to time be amended, renewed, restated, reissued, restricted, supplemented or otherwise modified.

"Managed Care Plans" shall mean any health maintenance organization, preferred provider organization, individual practice association, competitive medical plan, or similar arrangement, entity, organization, or Person.

"Management Agreement" shall mean the Nursing Home Management Agreement dated as of September 1, 1987, by and between the Facility User and Meridian Healthcare, Inc. (the "Manager"), pursuant to which the Facility User has engaged the services of the Manager to manage the Facility, as the same may be amended, modified or supplemented from time to time.

"Manager" shall mean Meridian Healthcare, Inc., a Maryland corporation, the manager of the Facility, its successors and assigns.

"Operating Agreements and Management Contracts" shall mean the Lease, the Management Agreement and any and all contracts and agreements previously, now or at any time hereafter at any time entered into by the Borrower or the Facility User or the Manager, in the name of an on behalf of the Borrower or the Facility User, with respect to the acquisition, construction, renovation,

expansion, ownership, operation, maintenance, use or management of the Facility or otherwise concerning the operations and business of the Facility, including, without limitation, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, laboratory servicing agreements, pharmaceutical contracts, physician, other clinician or other professional services provider contracts, resident agreements, food and beverage service contracts, and other contracts for the operation and maintenance of, or provision of services to, the Facility, as the same may from time to time be amended, restated, supplemented, renewed, or modified.

"Resident Admission Agreements" means any and all contracts, authorizations, agreements and/or consents executed by, or on behalf of, any patient or other person seeking services from the Facility User or the Manager pursuant to which the Facility User or the Manager provides or furnishes treatment and related services at the Facility, including the consent to treatment and assignment of payment of benefits by third party payors, as the same may from time to time be amended, restated, supplemented or modified.

5. This Financing Statement also covers (a) all "Proceeds", as such term is defined in the Maryland Uniform Commercial Code, including the proceeds of any and all insurance policies, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTORS:

SEVERNA ASSOCIATES LIMITED
PARTNERSHIP

By: *James S. Pope*
James S. Pope,
Attorney-in-fact for
Michael J. Batza, Jr.,
Managing General Partner

MERIDIAN INC.

By: *James S. Pope*
James S. Pope,
Vice President

SECURED PARTY:

THE DAIWA BANK, LIMITED

By: *Frieda M. A. McWilliams*
Frieda M. A. McWilliams,
Vice President

By: *M. Lee Milligan*
M. Lee Milligan,
Vice President

Filing Officer: After recordation, please return this Financing Statement to:

~~Theodore A. Shields, Esq.
Miles & Steekbridge
10 Light Street, 10th Floor
Baltimore, Maryland 21202~~

AMERICAN TITLE GUAR
120 EAST BALTIMORE
SUITE 1800
BALTIMORE, MARYLAND 21202

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

DA000115.FIS

LEGAL DESCRIPTION OF 5.272 ACRES
LOCATED AT 24 TRUCK HOUSE ROAD
3RD DISTRICT SEVERNA PARK, ANNE ARUNDEL COUNTY, MD
FOR
SEVERNA ASSOCIATES LIMITED PARTNERSHIP

BEGINNING FOR THE SAME as the end of the 2nd or South 74 degrees 56 minutes 02 seconds East, 444.02 foot line of a conveyance from Stephen Joseph Szewczyk to the Board of Education of Anne Arundel County, Maryland, by deed dated April 30, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2262, folio 553; said point of beginning being further located at the end of 3rd or North 67 degrees 07 minutes West 297.6 foot line of conveyance from Lucy H. Saffield to Our Shepherd Evangelical Lutheran Church by deed dated March 13, 1961, and recorded among the land Records of Anne Arundel County, Maryland, in Liber 1461, folio 145; thence from said place of beginning so fixed and with said last mentioned line reversely, as now surveyed, South 74 degrees 55 minutes 08 seconds East, 297.32 feet to pipe at the end of the 2nd or North 20 degrees 15 minutes East 1804.6 foot line of said conveyance; thence with part of said line, reversely, as now surveyed, South 13 degrees 01 minutes 08 seconds West, 768.60 feet to a pipe; thence along the property line of the 2.728 acres conveyed to Anne Arundel County in Liber 5206 Folio 1835, North 80 degrees 41 minutes 27 seconds West 289.46 feet to an iron pipe in the division line between Philip A Grace, et ux., property and conveyance from Russell B. Daywalt to Medical Development Associates by deed dated September 19, 1974 and recorded among the land Records of Anne Arundel County, Maryland in Liber 2712, page 640; thence continuing with the aforementioned boundary line agreement North 12 degrees 23 minutes 13 seconds East 405.20 feet to a concrete monument found at the end of the 1st or South 67 degrees 09 minutes East, 434.12 foot line of the aforementioned conveyance to Medical Development Associates; thence leaving Medical Development Associates and with part of the aforementioned conveyance to the Board of Education of Anne Arundel County, Maryland, North 12 degrees 27 minutes 50 seconds East, 392.87 feet to the place of beginning containing 5.272 acres according to a survey prepared by McCrone, Inc. Registered Professional Engineers and Land Surveyors dated November 26, 1991. SAID 5.272 Acres being part of the 8.00 acres remainder as shown on a plat titled "Minor Subdivision Plat of 11.98 Acres Our Shepherd Lutheran Church property located on Benfield Road, near Truck House Road, Severna Park 3rd District, Anne Arundel County Maryland" recorded among the land records of Anne Arundel County Maryland in Liber 3414, Page 388 and by virtue of a deed dated June 30, 1981 in Liber 3421, Folio 810.

ALSO being all of Lot 3 as shown on the plat entitled "Minor Subdivision, Tax Map 31, Block-5
Parcels - 115 & 281, Severna Park" recorded among the plat records of Anne Arundel County
Maryland in Plat Book 133, Page 20, Plat No. 6943.

SUBJECT TO AND TOGETHER WITH a Deed of Easement dated June 30, 1981 and recorded
among the Land Records of Anne Arundel County in Liber No. 3421, Folio 800 by and between
Medical Development Associates, Severna Associates Limited Partnership, et al. and a 15 foot
right-of-way widening strip on Truck House Road recorded among the land records of Anne
Arundel County in Book 3451, Page 37

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Hamburgers Clothiers, Inc.
dba Hamburgers
10 No. Charles St.
Baltimore, MD 21202

2 Secured Party(ies) and address(es)

Marine Midland Business Loans,
Inc., as Agent
36 E. 7th Street, Suite 2620
Cincinnati, OH 45202

For Filing Officer

(Date, Time, Number, and Filing Office)

Anne Arundel Cty, MD

This statement refers to original Financing Statement No. 269195

Book 516, Page 343

8/19/87, 19

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other:

Termination

RECORD FEE 10.00
POSTAGE .50
#283340 CASP 802 T13:02
12/04/91
MARY H. ROSE
AA CG. CIRCUIT COURT

(Signature of Debtor, if required) (Debtor)

Marine Midland Business Loans, Inc.

Dated: _____, 19____

By: Victorise A. Semmons
(Signature of Secured Party)

(1) FILING OFFICER COPY—ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE — OBA UCC-3

REORDER FROM
Registre, Inc.
5284 TAYLOR ST. N.E.
MPLS, MINN. 55421
(612) 371-2803

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Hamburgers Clothiers, Inc. dba Hamburgers 10 No. Charles Street Baltimore, MD 21202	2 Secured Party(ies) and address(es) Marine Midland Business Loans, Loans, Inc., as agent 36 E. 7th Street, Suite 2620 Cincinnati, OH 45202	For Filing Officer (Date, Time, Number, and Filing Office)	
Anne Arundel Cty. #269196, Book 516, Page 347 This statement refers to original Financing Statement No. _____ Dated 8/19/87, 19____			
A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input checked="" type="checkbox"/> Termination

RECORD FEE 10.00
 POSTAGE .50
 #269196 0499 R02 T13402
 12/04/91
 MARY H. ROSE
 AA CO. CIRCUIT COURT

 (Signature of Debtor, if required) (Debtor)

Marine Midland Business Loans, Inc.

By: Victoria J. Simmons
 (Signature of Secured Party)

Dated: _____, 19____

(1) FILING OFFICER COPY—ALPHABETICAL
 This form of financing statement is approved by the Secretary of State.
 STANDARD FORM—UNIFORM COMMERCIAL CODE—OBA UCC-3

REORDER FROM
Registre, Inc.
 5284 TAYLOR ST. N.E.
 MPLS., MINN. 55421
 (612) 571-2803



DATE 11/22/91

BOOK 575 PAGE 84

285194

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in the land records, check here []

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W. Calvin Gray, Jr.

Address P. O. Box 507, Severna Park, MD 21146

2. SECURED PARTY

Name Chesapeake Farm Credit, ACA

Address P. O. Box 190, Denton, MD 21629

Chesapeake Farm Credit, ACA, P. O. Box 900, Chestertown, MD 21620
Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types (or items) of property.
 - [] CROPS
 - [X] FARM PRODUCTS
 - [] FARM MACHINERY AND EQUIPMENT
 - [X] INVENTORY
 - [X] OTHER COLLATERAL (give type) (Accounts)
 - [X] After-acquired property of above types; products and proceeds of collateral.
 - [X] ALL stock and participation certificates, including rights thereto, issued to Debtor by Secured Party.

4. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is _____

[Signature]
(Signature of Debtor)

W. Calvin Gray, Jr.
Type or Print Above Signature on This Line

(Signature of Debtor)

Type or Print Above Signature on This Line

Chesapeake Farm Credit, ACA
(Type Name of Secured Party)

By: [Signature]
(Signature of Secured Party)

Francis J. Hickman
Type or Print Above Signature on This Line

285195

BOOK 575 PAGE 85

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
UES, Inc.
1595 Chickasaw Road
Arnold, MD 21012
Anne Arundel
4144-96568

2. Secured Party(ies) and address(es)
HEWLETT PACKARD COMPANY
Finance & Remarketing Division
331 East Evelyn Avenue
Mountain View, CA 94041

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Hewlett Packard Equipment per the attached equipment schedule
***Debtor has authorized secured party to file
Proceeds of Collateral are covered

"This Equipment is not subject to recordation tax."
"Pursuant to tax Property article #12-108K(4)"
to perfect a security interest taken or retained by a seller of
collateral to secure all or part of its price.

5. Assignee(s) of Secured Party and Address(es):

DUPLICATE FEE \$7.00

POSTAGE .50

4532100-1203 R04 712146

12/16/91

MARY H. ROSE

11th CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

UES, Inc.

BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

HEWLETT PACKARD COMPANY

By: Jane Johnson
Signature(s) of Debtor(s)

By: Jane Johnson
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

BOOK 575 PAGE 86

VAB RENTAL EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

RENTING
 COMPANY: HEWLETT-PACKARD COMPANY ("HP")
 Finance and Remarketing Division
 331 E. Evelyn Avenue
 Mountain View, CA 94041

VAB Rental Agreement # 4144-96568

Ref: Master VAB Rental Agreement # 4144-96568

RENTING COMPANY TAX I.D. #: 94-1081436

CUSTOMER: UES, Inc.

(Full Legal Name of Customer)

1595 Chickasaw Road

(Street Address)

Arnold

(City)

Anne Arundel

(County)

MD

(State)

21012

(Zipcode)

Mark Sammond (301) 757-9961

(Contact Name and Phone Number)

Federal Tax I.D.#: _____

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF CUSTOMER:

Street Same as above

City _____

County _____

State _____

Zipcode _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement.

Master VAB Rental Agreement # 4144-96568

Demo Development Agreement # A4K32

Terms and Conditions:

1. Non-Cancellable Agreement: THIS RENTAL EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 6 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or upon the expiration of any applicable renewal period. However, if Customer has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to HP's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Customer.
3. Rent: As payment for the Equipment rented hereunder throughout the term hereof, Customer agrees to pay HP, its successor or assigns the sum of \$ 1,413.22 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master VAB Rental Agreement.
4. Purchase, Renewal, Return Options: Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable rental term, Customer shall have the option to exercise the following options by providing HP with thirty (30) days prior written notice of its intention to:
 - (i) purchase all or some of the Equipment covered by this Agreement for:
 - (ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

(i) purchase all or some of the Equipment covered by this Agreement for:

$\frac{\text{List Price of Equipment To Be Purchased}}{\text{Total List Price of Equipment}}$	x	$\frac{\text{Total List Price of Equipment}}{\text{Above Referenced Demo Development Agreement Discount Percentage}}$	LESS
$\frac{65\% \text{ of All Monthly Rents Received}}{\text{Total List Price of Equipment}}$	LESS	$\frac{\text{Above Referenced Demo Development Agreement Discount Percentage}}{\text{Total List Price of Equipment}}$	

plus any accrued late charges and taxes applicable to the transfer of this Equipment:

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}}$	x	$\frac{\text{Original Monthly Payment}}{\text{Total List Price of Equipment}}$
---	---	--

(iii) return in accordance with the above referenced Master VAB Rental Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Customer fails to notify HP of its intentions thirty (30) days prior to the expiration of this Agreement and Schedule, it is agreed that Customer shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Customer may return all or some of the equipment in accordance with the above referenced Master Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing HP with thirty (30) days prior written notice. Sixty-five percent (65%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF CUSTOMER EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. Early Buyout Option: At its option beginning with the fourth (4th) month following the Rent Commencement Date, Customer may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. Customer will be eligible to receive the Demo Development discount provided for in the above referenced Demo Development Agreement upon exercise of the Early Buyout Option.

7. Financing Statement: CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Extended List Price
------	-------	-------------	-----------------	---------------------

Per attached equipment schedule: A

NET LIST PRICE \$70,661.00

TOTAL MONTHLY RENT \$1,413.22

(*Rent does not include applicable use tax.)

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits and that s/he is duly authorized to execute this Agreement on behalf of Customer.

RENTING COMPANY: HEWLETT-PACKARD COMPANY

CUSTOMER: UES, Inc.

BY: _____
Authorized Signature

BY: *Larry E. Clay*
Authorized Signature

NAME/TITLE: _____

NAME/TITLE: LARRY E. CLAY / Exec. V.P.

DATE: _____

DATE: 12 Nov 91



EQUIPMENT SCHEDULE: A
UES

LEASE #:

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
1	A2163A	425t HP-UX GRX	14990.00		14990.00	14,990.00
1	OPT AMT	2ND SCSI DSK DRIVE	3500.00		3500.00	3,500.00
1	A1099B	HP LOCALIZATION KIT	100.00		100.00	100.00
1	OPT ABA	US ENGLISH VER.	0.00		0.00	0.00
1	A1098A	HP/DOMAIN LOCAL KIT	100.00		100.00	100.00
1	OPT ABA	NO. AMER KEYBOARD	0.00		0.00	0.00
1	C1512A	SCSI TAPE DRIVE	5700.00		5700.00	5,700.00
1	AADDESTCABA	TAPE DRIVE	2040.00		2040.00	2,040.00
1	K2296	SCSI CONNECTION	83.00		83.00	83.00
1	K2284	SCSI CABLE	40.00		40.00	40.00
1	K2290	SCSI TERM. CONNECT.	42.00		42.00	42.00
1	*B1861A	HP-UX 8.0 ENVIRN	0.00		0.00	0.00
1	*OPT AA0	S/W ON CART. TAPE	395.00		395.00	395.00
1	*LF450BAD	MEDIA/DOCS-DOMAIN	595.00		595.00	595.00
1	*LFC50BAD	CARTRIDGE TAPE	98.00		98.00	98.00
1	*B1863A	DEVELOPER'S BUNDLE	1795.00		1795.00	1,795.00
1	*OPT AA0	S/W ON CART. TAPE	195.00		195.00	195.00
1	*LA070BAD	MEDIA/DOCUMENTATION	1010.00		1010.00	1,010.00
1	A1950A	MDL 730 CRX	28390.00		28390.00	28,390.00
1	OPT AN8	ADD 16MB MEMORY	5600.00		5600.00	5,600.00
1	A1099A	HP LOCALIZATION KIT	100.00		100.00	100.00
1	OPT ABA	US ENGLISH VERSION	0.00		0.00	0.00
1	*B2352A	HP-UX 8.05 ENVIR.	0.00		0.00	0.00
1	*OPT AAH	DDS TAPE	395.00		395.00	395.00
1	*B2355A	700 DOCUMENTATION	0.00		0.00	0.00
1	*OPT OBD	MANUALS	130.00		130.00	130.00
1	*OPT OBE	MANUALS	650.00		650.00	650.00
1	K2296	SCSI CONNECTION	83.00		83.00	83.00
1	K2291	SCSI BAIL CONNTEC	40.00		40.00	40.00
1	*B2354A	DEVELOPER'S BUNDLE	1795.00		1795.00	1,795.00
1	*OPT AAH	S/W ON DDS TAPE	195.00		195.00	195.00
1	9144A	1/4" CARTRIDGE TAPE	2600.00		2600.00	2,600.00

NET PRICE-HARDWARE 63,408.00
NET PRICE-SOFTWARE 7,253.00

TOTAL NET PRICE EQUIPMENT 70,661.00
OTHER COSTS 0.00
LESS DOWN PAYMENT 0.00

AMOUNT TO FINANCE 70,661.00

* Indicates software item

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 575 PAGE 89 285196
Identifying File No. 17113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ~~1892.04~~

If this statement is to be recorded in land records check here.

This financing statement Dated 11-06-91 4587.99 EL is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD G LOTT JR
Address 1062 6TH ST GLEN BURNIE, MD 21060

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P O BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) ~~888888~~ 11-13-94

4. This financing statement covers the following types (or items) of property: (list)

40" PANASONIC TV
1 FISCHER TYPEWRITER
1 G.E. VCR

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11
35
8
Edward G Lott Jr
(Signature of Debtor)

EDWARD JOTT JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary K Baryant
(Signature of Secured Party)

MARY K BARYANT

Type or Print Above Signature on Above Line

	RECORD FEE	17.00
	RECORD TAX	1179.50
To Be	POSTAGE	.50
Recorded In The		
Anne Arundel County		
Financing Records		

MARY H. ROSE
CIRCUIT COURT

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

TBS CARPE DIEM, INC.
t/a The Body Shop
134 Annapolis Mall
Annapolis, Maryland 21401



2. NAME AND ADDRESS OF SECURED PARTY:

DEVELOPMENT CREDIT FUND, INC.
2530 N. Charles Street, Suite 200
Baltimore, Maryland 21218

3. The Debtor assigns to the Secured Party and grants to the Secured Party a security interest in the following:

(a) All right, title and interest of the Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

1179 17
58 58



(b) All right, title and interest of the Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of the Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of the Debtor, causes of action in favor of the Debtor, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of the Debtor to the payment of money due or to become due to the Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which the Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which the Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of the Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of the Debtor (including deposit accounts of the Debtor), both now owned and hereafter acquired, now or hereafter in the Secured Party's possession, all

BOOK 575 PAGE 92

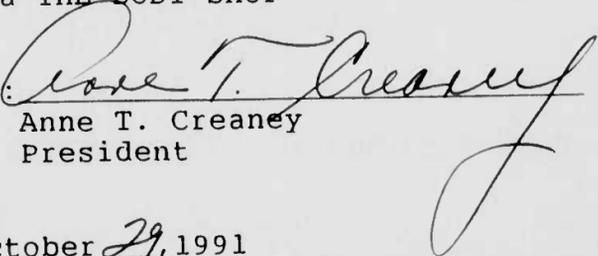
property and assets of the Debtor in or on which the Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of the Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is not exempt from the recordation tax. The principal amount of debt initially incurred is \$170,000.00.

DEBTOR:

TBS CARPE DIEM, INC.
t/a THE BODY SHOP

By: 
Anne T. Creaney
President

October 29, 1991

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

~~Peter B. Rosenwald, II~~
~~Weinberg & Green~~
~~100 South Charles Street~~
~~Baltimore, Maryland 21201~~

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

TO: THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

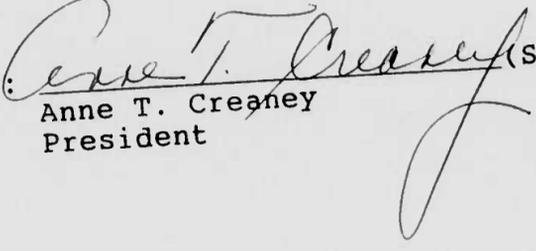
RECORDATION TAX CERTIFICATE

The undersigned, TBS Carpe Diem, Inc. t/a The Body Shop ("Debtor"), hereby certifies that as of this date, his books and records show that the approximate value of the collateral which is described on the attached financing statement is as follows:

- | | | |
|--|---|-----|
| 1. Total Debt Secured | \$170,000.00 | (A) |
| 2. Total Value of the Property Securing the Debt | \$290,000.00 | (B) |
| 3. Value Of Non-Exempt Property | \$207,000.00 | (C) |
| 4. Taxable Portion of Debt (Rounded up to nearest \$500.00): | | |
| | $\$170,000 (A) \times \frac{\$207,000.00 (C)}{\$290,000.00 (B)} = \$168,373.21 (D)$ | |
| 5. Calculation of Tax Due: | | |
| | $\$168,500.00 (D) \times \$3.50/\$500 = \$1,179.50$ | |

Development Credit Fund, Inc. ("Secured Party") and the Clerk of the Circuit Court of Anne Arundel County may rely upon this certification for purposes of computing recordation taxes payable upon the filing of the attached financing statement dated October __, 1991.

TBS CARPE DIEM, INC. t/a THE BODY SHOP

By:  (SEAL)
Anne T. Creaney
President

285198

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND

THE LAND RECORDS OF
ANNE ARUNDEL COUNTY AND

THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

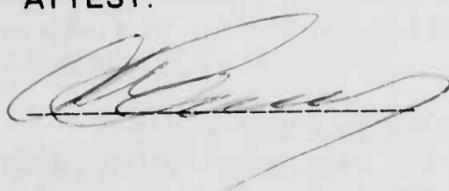
- 1. NAME AND ADDRESS OF DEBTOR: TBS Cape Diem, Inc.; t/a The Body Shop
134 Annapolis Mall
Annapolis, Maryland 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of Economic Development
P.O. Box 2700, 2666 Riva Road, Suite 410
Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A

DEBTOR: TBS CARPE DIEM, INC.

ATTEST:

  (SEAL)
Anne Talucci Creaney, President

NOTICE TO FILING OFFICER: After recordation, please return to Jamie B. Baer, Senior Assistant County Attorney, Office of Law, P.O. Box 2700, Annapolis, Maryland 21404.

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

12/2

EXHIBIT A

DEBTOR: TBS Carpe Diem, Inc.
SECURED PARTY: Anne Arundel County, Maryland

1. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

2. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

3. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods.

4. All Other Equipment and Fixtures. All of the Debtor's other equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures which are or will be attached to the real property located at 134 Annapolis Mall, Annapolis, Maryland 21401.

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.

This Financing Statement is subordinate only to a first Financing Statement filed on or about October 29, 1991, to the Benefit of the Development Credit Fund, Inc.

FINANCING STATEMENT - FORM UCC-1

Identifying File No. **285199**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Family Kitchens, Inc.
Address 8541 Ft. Smallwood Rd Pasadena, MD 21122

2. SECURED PARTY

Name WCI Acceptance Corporation
Address ~~XX~~ 4701 Hilton Corporate Dr Columbus, OH 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor consisting of, but not limited to, new radios, tape recorders, tape players, phonographs, Hi-Fi and stereo components and consoles, home entertainment centers, televisions, washers, dryers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, garbage disposals, trash compactors, humidifiers, dehumidifiers, air conditioners and the like, including accessories and all equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Washington Appliance Wholesalers, Inc.

RECORD FEE 11.00

50
11/13/91

CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)
Otto H. Backhaus, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
WCI Acceptance Corporation
Type or Print Above Name on Above Line

115
80

NOV 12 1991

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/15/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285200

Name Allan + Intaei Salim

Address 1273 Seabright Dr Annap Md.

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 248 DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/15/95

4. This financing statement covers the following types (or items) of property: (list)

Water Gas

RECORD FEE 12.00
POSTAGE .50
#257,160 0263 W01 713110
12/05/91

MARY M. ROBE

MD CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12
40

Allan Salim
(Signature of Debtor)

Allan Salim
Type or Print Above Name on Above Line

Intaei Salim
(Signature of Debtor)

Intaei Salim
Type or Print Above Signature on Above Line

Ernest W Spriggs
(Signature of Secured Party)

ERNEST W SPRIGGS
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

285201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J & K Distributors
Address 2012 Reward Ct., Annapolis, MD 21401

2. SECURED PARTY

Name Maryland Clarklift Co., Div. The Space Maker Group, Inc.
Address 3310 Childs St., Baltimore, MD 21226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) used Clark Model GCS25
Cushion Tire Forklift,
Serial No. G138MB-230-6637
83/188" Triple Stage Upright,-
37" Wide Carriage
42" Forks, 48" High Load Back Rest
Sideshifter

Name and address of Assignee
The Space Maker Group, Inc.
P.O. Box 24388
Richmond, VA 23224

RECORDED
11 00
12/05/91
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

James E. Price
(Signature of Debtor)
James E. PRICE V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
J. Fischer VP
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1 285202

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 29, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COMPLETE CHIMNEYS, INC.

Address P.O. BOX 1174, PASADENA, MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. BOX 70, GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 29, 1994

4. This financing statement covers the following types (or items) of property: (list)
ACCOUNTS: ALL OF THE BORROWER'S ACCOUNTS, INCLUDING, BUT NOT LIMITED TO, ALL NOTES, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES AND SIMILAR INSTRUMENTS AND DOCUMENTS BOTH NOW OWNED, OR HEREAFTER ACQUIRED, RECEIVABLES INCLUDING THOSE INVOICED OR BILLED, TOGETHER WITH A) ALL CASH AND NON-CASH PROCEEDS THEREOF, AND B) ALL RETURNED, REJECTED OR REPOSSESSED GOODS, THE SALE OR LEASE OF WHICH SHALL HAVE GIVEN OR SHALL GIVE RISE TO AN ACCOUNT AND ALL CASH AND NON-CASH PROCEEDS AND PRODUCTS OF ALL SUCH GOODS.

11.00
.50
12/05/91

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

MARY M. ROSE
CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COMPLETE CHIMNEYS, INC.

115

BY: David A Liddle
(Signature of Debtor)

DAVID A. LIDDLE, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

STEPHEN G. BOYD,
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250921

RECORDED IN LIBER 470 FOLIO 530 ON February 15, 1984 (DATE)

1. DEBTOR LESSEE:

Name Starting Gate Shell, Inc.
Address 3460 Ft. Meade Road - Laurel, Maryland 20724

2. SECURED PARTY LESSOR:

Name WRRO Leasing Company II
Address 341 N. Calvert Street - Baltimore, Maryland 21202

LEE N. SACHS, ESQUIRE, 341 N. Calvert Street, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text descriptions for each option.

RECORD FEE 10.00
STAMP .50
TERMINATION
12/05/91
MARY M. ROSE
MD CL. CIRCUIT COURT

WRRO LEASING COMPANY II

Dated November 26, 1991

BY: [Signature] (Signature of Secured Party)

Lee N. Sachs, Esquire
Type or Print Above Name on Above Line

Handwritten number 10-5





BOOK 575 PAGE 101

MD
Anne Arundel

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 76633-40

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Zale Corporation 901 W. Walnut Hill Lane Irving, TX 75038-1003	Jacmel Jewelry Inc. 30-00 47th Avenue Long Island City, NY 11101	285203
THIS IS A CORPORATION; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES AND/OR DBAS.		

4 This financing statement covers the following types (or items) of property.

This financing statement is filed as a memorandum of a consignment transaction, under the terms of an Agreement dated June 19, 1991, between Jacmel Jewelry, Inc. as Consignor, and Zale Corporation, as Consignee, covering all 10K Diamond Rings manufactured and distributed by CONSIGNOR including but not limited to the following trademarks JCM and all accounts, contract rights, documents, instruments, general intangibles and chattel paper of CONSIGNEE now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

ASSIGNEE OF SECURED PARTY

"NOT SUBJECT TO RECORDATION TAX" This filing is to perfect a security interest in consigned inventory.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented 1

Filed with.....

Zale Corporation

By:

BETHINA S. SOLOMON
ASSISTANT SECRETARY

Signature(s) of Debtor(s)

Jacmel Jewelry Inc.

By:

Signature(s) of Secured Party(ies)

Jack Rahmey, President

FILING OFFICER-ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

RECORD FEE 11.00
POSTAGE .50
4057570 0260 101 113428
12/05/91
MAY 11 1992
44 107 CIRCUIT COURT

1150



285204

BOOK 575 PAGE 102

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Zier, Robert Carl
Zier, Dianne B
11713-L Karbon Hill Court
Reston, VA 22091

2. Secured Party(ies) and address(es)
Key Bank of Maine
Marine Finance Division
236 Water ST.
Augusta, ME 04330

5. Assignee(s) of Secured Party and Address(es)
510 KOSB... 12:00

4. This financing statement covers the following types (or items) of property:
Vessel: 1990 Mason 54 center cockpit sailing yacht
HIN# PA154005G990, Doc# 955330
Engine: 1990 Perkins diesel, 85HP, serial# D20663-U2554055
including all other accessories and equipment listed in the survey

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 12/05/91

Filed with:
Robert Carl Zier
By: Dianne B. Zier
Signature(s) of Debtor(s) Dianne B. Zier
Key Bank of Maine
Signature(s) of Secured Party(ies) Madamita

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-1.
190-0058

125
80

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 280456 recorded in
Liber 554 Folio 121 on April 2, 1990 (Date).

1. DEBTOR(S):
 Name(s) WOODBRIIDGE CONSTRUCTION CORPORATION
 Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:
 Name FARMERS FIRST BANK
 Address 9 EAST MAIN STREET, LITITZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 2, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 2 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 2 below. (Signature of Debtor is required.)

7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 2 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered 12R and 13R, in Block Lettered 'HH' as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22, & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered 196R, in Block Lettered 'CC' as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 27.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 001-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274327 recorded in
Liber 531, Folio 462 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET, LITITZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring,
Maryland 20904

- Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)
- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
 - 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
 - 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
 - 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
 - 7. PARTIAL. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: *Elwood C. Hecker*
Elwood C. Hecker, Vice President

DEBTOR(S)

(Type, Name and Title)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered 12R and 13R, in Block Lettered 'HH' as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22, & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered 196R, in Block Lettered 'CC' as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 27.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274398 recorded in
Liber 531, Folio 487 on September 2, 1988 (Date).

1. DEBTOR(S):
Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND, 21401

2. SECURED PARTY:
Name FARMERS FIRST BANK
Address 2 EAST MAIN STREET, LITITZ, PENNSYLVANIA, 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered 12R and 13R, in Block Lettered 'HH' as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22, & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered 196R, in Block Lettered 'CC' as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 27.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/88

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274399 recorded in
Liber 531, Folio 488 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET, LITITZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY:

Elwood C. Hecker
Elwood C. Hecker, Vice President

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered 12R and 13R, in Block Lettered 'HH' as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22, & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered 196R, in Block Lettered 'CC' as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, Page 27.

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hopkins & Wayson, Inc.
Address 1358 Marlboro Road - Lothian, Maryland 20711

2. SECURED PARTY

Name John Deere Industrial Equipment Company
Address P.O. Box 65090 - West Des Moines, IA 50265

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Backhoe Loader	TO410DB780774		410D	1991
John Deere	Backhoe Loader	TO410DB780515		410D	1991
John Deere	Backhoe Loader	TO410DB780791		410D	1991

5. (If collateral is crops) The above described crops are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hopkins & Wayson, Inc.

John Deere Industrial Equipment Company

Konrad Wayson
(Signature of Debtor)

(Signature of Secured Party)

Konrad Wayson, President
Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

11-50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276655

RECORDED IN LIBER 539 FOLIO 60-61 ON March 16, 1989 (DATE)

1. DEBTOR

Name Polaroid Corporation, Attn: General Counsel

Address 549 Technology Square, Cambridge, MA 02139

2. SECURED PARTY

Name Morgan Bank (Delaware) as Security Agent

Address 902 Market Street, Wilmington, DE 19899

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">ANNE ARUNDEL COUNTY, MD</p> <div style="text-align: right;"> <p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#584390 C803 R04 T11:57</p> <p>12/06/91</p> </div>	

Morgan Bank (Delaware) as Security Agent

Dated 11/22/91

William H Swartz, Jr.
(Signature of Secured Party)

William H Swartz, Jr.
Type or Print Above Name on Above Line

13630-

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 560 Page No. 70
ID No. 281898

1. Debtor(s) Sturbridge Limited Partnership
Name or Names - Print or Type
900 Ritchie Highway - Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 East Lexington Street, Baltimore, MD 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#204960 CARR R02 (12/24)
12/06/91
MARY M. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 9, as shown on the Plats entitled "Section Three, Sturbridge", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 130, pages 1 through 3, inclusive.

Dated: 10/22/91

PROVIDENT BANK OF MARYLAND

Alex J. Guggenheim
Alex J. Guggenheim, Trustee

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(158-91)

Raymond E. Schlissler, Trustee

10⁰⁰ 30



Chattel

BOOK 575 PAGE 110

285206

FINANCING STATEMENT

(Maryland - U.C.C. - 1)

1. DEBTOR: Halle Enterprises, Inc.
2900 Linden Lane, Suite 300
Silver Spring, Maryland 20910

2. SECURED PARTY: THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.
800 17TH STREET, N.W.
WASHINGTON, D.C. 20006

3. This Financing Statement covers, and the Debtor grants and conveys to, the Secured Party, to the extent of Debtor's interest therein, a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property referred to below (the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

21/25

79
21.00
.50
12/06/91
MARY M. ROSE
COURT



- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders; correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property, and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, and, gravel, soil, and the like (including oil and gas) which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust and Security Agreement referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All right, title, interest and estate of Debtor, as landlord or lessor, in, to and under all of the lease and sublease agreements, licenses and other agreements for the occupancy of all or any portion of the hereinafter described property, which cover, relate to, or affect, all or any portion of the Real Property and all or any portion of the improvements now or hereafter located thereon (collectively the "Property"), whether such lease and sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by Debtor, together with all extensions, renewals and modifications of, or substitutions for, such lease and sublease agreements, licenses and other occupancy agreements (collectively the "Leases");
- h. All rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to Debtor under the terms of the Leases;

- i. Any award or payment hereafter made to Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the Property;
 - j. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any Leases.
 - k. All revenues and profits, accounts receivable and contract rights, including (i) with respect to any present or future tenant of the property and (ii) any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
1. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto (the "Real Property"), being those same lots of ground and improvements thereon described in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the secured Party.
 5. This Financing Statement evidences the Deed of Trust upon which recordation taxes have been paid and is not subject to recordation or transfer taxes.
 6. The proceeds and products of the above-described collateral are secured, as are future advances, after-acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

Halle Enterprises, Inc.

By: Warren E. Halle (Seal)
Name: Warren E. Halle
Title: President

SECURED PARTY:

THE RIGGS NATIONAL BANK
OF WASHINGTON, D.C.

By: Kerly M. Shaughnessy VP (Seal)
Name: Kerly M. Shaughnessy
Title: Vice President

DATE: December 2, 1991

TO FILING OFFICER: After this Statement has been recorded,
please return to:

William C. Basil, Esq.
Legal Division
The Riggs National Bank
of Washington, D.C.
7th Floor
800 17th Street, N.W.
Washington, D.C. 20006

K:\Docs\WCB\Kingston.FS\
11/26/91

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 24 and shown on the plat entitled, "ADDENDUM TO P.U.D. #2, PLAT TWO, AREA 1, HERITAGE HARBOUR" which plat is recorded among the Land Records of Anne Arundel County In Plat Book 105, folio 13. BEING in the Second Assessment District of Anne Arundel County.

BEING KNOWN AND DESIGNATED as Lot No. 23 as shown on the plat entitled, "ADDENDUM TO P.U.D. #2, PLAT TWO, AREA 1, HERITAGE HARBOUR" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, folio 13. BEING in the Second Assessment District of Anne Arundel County.

BEING KNOWN AND DESIGNATED as Lot No. 22 as shown on the plat entitled, "ADDENDUM TO P.U.D., #2, PLAT TWO, AREA 1, HERITAGE HARBOUR" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, folio 13. BEING in the Second Assessment District of Anne Arundel County.

BEING KNOWN AND DESIGNATED as Lot No. 21 as shown on the plat entitled, "ADDENDUM TO P.U.D. #2, PLAT TWO, AREA 1, HERITAGE HARBOUR" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 105, folio 13. BEING in the Second Assessment District of Anne Arundel County.

SCHEDULE A
ATTACHED TO AND MADE A PART OF
A FINANCING STATEMENT (UCC-1)

BOOK 575 PAGE 116

DEBTOR/CONSIGNEE: FINLAY FINE JEWELRY CORPORATION
SECURED PARTY/CONSIGNOR: COLOSSEUM INDUSTRIES, LTD.

3217 c/o Hecht Co., 135 Annapolis Mall, Annapolis, Maryland 21401
3253 c/o Hecht Co., Marley Station, 7880 South Ritchie Highway, Glen Burnie, Maryland 21061
3256 c/o Hecht Co., 10300 Red Run Boulevard, Owings Mills, Maryland 21117
3262 c/o Hecht Co., 813 Dulaney Valley Road, Towson, Maryland 21204
3258 c/o Hecht Co., Golden Ring Mall, 6400 Security Boulevard, Baltimore, Maryland 21237
3259 c/o Hecht Co., Security Mall, 6901 Security Boulevard, Baltimore, Maryland 21207
3263 c/o Hecht Co., White Marsh, 8200 Perry Mall Boulevard, Baltimore, Maryland 21236
3225 c/o Hecht Co., St. Charles, Route 5, Waldorf, Maryland 20602
5302 c/o The Bon-Ton, Fredericktowne Mall - Dept. 983, West Patrick Street, Frederick, Maryland 21701
3260 c/o Hecht Co., Baltimore Pike, Bel Air, Maryland 21014
3214 c/o Hecht Co., Columbia Mall, 10300 Little Patuxent Parkway, Columbia, Maryland 21044
3208 c/o Hecht Co., Montgomery Mall, 7125 Democracy Blvd., Bethesda, Maryland 20817
3216 c/o Hecht Co., Lake Forest Mall, 701 Russell Avenue, Gaithersburg, Maryland 20877
7721 c/o Lord & Taylor, White Flint Mall - Dept. 250, 11311 Rockville Pike, Kensington, Maryland 20895
3213 c/o Hecht Co., Wheaton, 11160 Veirs Mill Road, Wheaton, Maryland 20902
3204 c/o Hecht Co., Prince Georges Plaza, 3500 East-West Highway, Hyattsville, Maryland 20782
3200 c/o P.O. Box 1308, Landover, Maryland 20785
3211 c/o Hecht Co., Landover Mall Shopping Center, 2203 Brightseat Road, Landover, Maryland 20785
3219 c/o Hecht Co., Laurel Center, 14828 Baltimore/Washington Blvd., Laurel, Maryland 20707
3205 c/o Hecht Co., Marlow Heights Shopping Center, 4101 Branch Avenue, Marlow Heights, Maryland 20748
5301 c/o The Bon-Ton, Department 983 - 23 Valley Mall, Halfway Boulevard, Hagerstown, Maryland 21740
3255 c/o Hecht Co., One Salisbury Mall, Salisbury, Maryland 21801

led

SCHEDULE B
ATTACHED TO AND MADE A PART OF A UNIFORM
COMMERCIAL CODE FINANCING STATEMENT (UCC-1)

CONSIGNEE: FINLAY FINE JEWELRY CORPORATION

CONSIGNOR: COLOSSEUM INDUSTRIES, LTD.

This financing statement covers the following types of property:

All 14 karat gold jewelry, including, but not limited to, chains, bracelets, earrings, bangels, rings and pendants, bearing trademark "CI" or "CIL", now or hereafter consigned, or delivered by Consignor to or for the account of the Consignee at any stores, concessions and locations of Consignee or third parties, pursuant to a written consignment agreement, dated March 30, 1990, by and between Consignor and Consignee. This financing statement also covers all of the replacements of the collateral hereinabove described. This filing is intended as a memorandum of a consignment transaction. Title to the collateral shall be and remain in Consignor pursuant to the terms of the aforesaid consignment agreement and the interest of Consignor in and to the collateral shall be superior to all other interests claimed therein.

BGD

NOT SUBJECT TO RECORDATION STAMP TAX.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

X TO BE RECORDED IN LAND RECORDS

OF ANNE ARUNDEL COUNTY, MARYLAND

For Filing Officer Use	
File No.	_____
Date/Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing: Original 10/27/76 Record Reference: Liber 363
Maturity date (if any) Inst. No. pages 233 & 234

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>St</u>
Mack, Jr., Henry A.,	311	Chestnut Road,	Linthicum, MD	21090

<u>Name of Secured Party of assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>St</u>
Resolution Trust Corp., as receiver for Baltimore Federal Savings and Loan Association	401	Southlake Blvd.,	Richmond, VA	23236

CHECK APPLICABLE STATEMENT:

- CONTINUATION**
The original Financing Statement identified above by file number ~~XXXXXXXXXXXX~~ HAS LAPSED.
- TERMINATION**
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE**
From the property described in the original Financing Statement identified above, the property described below is released. RECORD FEE 10.00
- ASSIGNMENT**
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER**

PROPERTY DESCRIPTION: 107 - 111 Furnace Branch Road
Glen Burnie, Anne Arundel County, Maryland

POSTAGE .50
4584700 C603 R04 T14:29

Debtor(s) or assignor(s) Resolution Trust Corporation, as 12/06/91
receiver for Baltimore (seal)
Federal Savings and Loan Association
(Corporate/Trade or Firm Name)

By: Paula R. Payne
Signature of Secured Party or Assignee

Paula R. Payne, Field Site Manager
(Type or print name under signature) (Owner, Partner of Officer and Title)
(Signature must be in ink)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) DYNASPLINT SYSTEMS, INC. 645 BALTIMORE & ANAPOLIS BLVD. BALTIMORE, MD 21146	2. Secured Party(ies) and address(es) THE CIT GROUP/EQUIP. FINANCING, INC. 1620 W. FOUNTAINHEAD PARKWAY, #600 TEMPE, AZ 85282	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED FEE 16.00 POSTAGE .50 #584780 0603 R04 T15:01 12/06/91
4. This statement refers to original Financing Statement bearing File No. <u>Book 570 Page 320 918290</u> Filed with <u>AA Co. Circuit Court</u> Date Filed <u>7/31</u> 19 <u>91</u>		5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

REF: LEASE NO. OL-5777, SCHEDULE 1(CA, MD, TX)
 LEASED PROPERTY CONFIGURATION HAS BEEN CHANGED
 SEE EXHIBIT "A" ATTACHED

No. of additional Sheets presented:

DYNASPLINT SYSTEMS, INC. By: <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	THE CIT GROUP/EQUIP. FINANCING, INC. By: <u>[Signature]</u> 04-57597-1 Signature(s) of Secured Party(ies)
---	---

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

EXHIBIT "A"
TO
UCC-3 FINANCING STATEMENTS
WHEREIN

DYNASPLINT SYSTEMS, INC. IS THE DEBTOR; AND
AMPLICON, INC. IS THE SECURED PARTY

LESSEE: DYNASPLINT SYSTEMS, INC.
645 BALTIMORE & ANAPOLIS BLVD, BALTIMORE, MD 21146

LOCATION: SAME AS LESSEE'S

<u>QTY</u>	<u>DESCRIPTION</u>
01	NCR 6450 800 LPM PRINTER
01	16MB MEMORY UPGRADE KIT
01	MITA COPIER
80	HOURS BLOCK OF TIME
01	OKIFAX 500 FAX MACHINE
01	NCR 760MB HARD DRIVE
01	NCR HPSIO - 16 PORT BOARD
04	HPSIO CABLES
02	SCA-M154MSPCL RJ45-DB15M ADAPTER ASSEM
02	SCA-M254MSPCL RJ45-DB25M ADAPTER ASSEM
02	SCA-M254FSPCL RJ45-DB25F ADAPTER ASSEM
88	SCA-M154MSPCL RJ45-DB15M ADAPTER ASSEM
43	SCA-M254MSPCL RJ45-DB25M ADAPTER ASSEM
43	SCA-M254FSPCL RJ45-DB25F ADAPTER ASSEM
06	SCA-EDC-7A15M25MPVSPCL-012 ASSEM DB15M-DB25M PVC SPCL

04 SCA-EDC-7AMFPVSPCL-012
RS232 DB25M-F 12FT SPCL WIR

12 SCA-RJ114AST-007 RJ11-4 TO RJ11-4 STRAIGHT 7FT

12 SCA-EDC-25AMFPVSPCL-006
ASSEM DB25M-F PVC HDS 6 FT

08 SCA-EDC-7A15M25MPVSPCL-015
ASSEM DB15M-DB25M PVC SPCL

06 SCA-EDC-7A9M25MPVSPCL-012
ASSEM DB9M-DB25M PVC SPCL

01 REFRIGERATOR, 75AD WALNUT FINISH

02 SCA-SRMGAT ASYNC SHM FEMALE

07 SCA-HLP-100 PARALLEL LINK KIT
HISPEED PARALLEL 1X&RX SET

02 SCA-UDS SM-8A UDS SM-8A MULTIPLEXOR

02 SCA-UDS V.3225 UDS V.3225 MODEM

04 SCA-SRMGA/M ASYNC SHM MALE

06 SCA-MD25MM-015 MOLDED CABLE DB25 MALE TO MALE

01 386/25 MHZ MAINBOARD OK

09 1MB RAM MODULES

01 386/33 MHZ MAINBOARD OK L1215007X2*449

01 PREMIO SERIAL PORT

01 2ND SER PORT OPT DTK V92

01 ALLOY IMP 8 & TAP

02 BROTHER LASER HL8E/V

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) C&S Campus Limited Partnership 537 Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) United States Fidelity & Guaranty Co. 100 Light Street Baltimore, MD 21202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing File No. 262052 498/244
 Filed with Anne Arundel County Date Filed May 22, 19 86

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10. Margaret R. Roberts
Senior Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

RECORD FEE 10.00
 ARMD10 2603 R04 T15:05
 12/06/91
 MARY M. ROSE
 AA CO. CIRCUIT COURT

No. of additional Sheets presented: _____

By: _____ United States Fidelity & Guaranty Co.
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: [Signature]
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 Signature(s) for Secured Party(ies) [Signature]



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) CJC Campus Limited Partnership 537 Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) United States Fidelity & Guaranty Co. 100 Light Street Baltimore, MD 21202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>261946 498/243</u> Filed with <u>Anne Arundel County</u> Date Filed <u>May 22,</u> 19 <u>86</u>		RECORD FEE 10.00 #504900 C402 P04 115704 12/06/91
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Margaret R. Roberts Senior Legal Assistant Frank, Bernstein, Conaway & Goldman 300 East Lombard Street Baltimore, Maryland 21202		
No. of additional Sheets presented: _____		
By: _____		United States Fidelity & Guaranty Co.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <i>Robert Lynd</i> Signature of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) James O. Olfson P.O. Box 388 Edgewater, MD 21032	2. Secured Party(ies) and address(es) United States Fidelity & Guaranty Co. 100 Light Street Baltimore, MD 21202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>261947 498/246</u> Filed with <u>Anne Arundel Company</u> Date Filed <u>May 22,</u> 19 <u>86</u>		RECORD FEE 10.00
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10, have been assigned to the assignee whose name and address appears in Item 10. 12/06/91 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. MADY M. ROSE		
10. Margaret R. Roberts, Senior Legal Assistant Frank, Bernstein, Conaway & Goldman 300 East Lombard Street Baltimore, Maryland 21202		AA CO. CIRCUIT COURT 
No. of additional Sheets presented: _____		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical	United States Fidelity & Guaranty Co. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-3



To Be Recorded:

- In The Land Records of Anne Arundel County, Maryland
- In The Chattel Records Of Anne Arundel County, Maryland b
- In The Financing Statement Records Of The Maryland State Department Of Assessments and Taxation

AMENDMENT TO FINANCING STATEMENT

This Amendment To Financing Statement refers to the original financing statements filed: (a) in the Land Records of Anne Arundel County, Maryland in Liber 5087, folio 306, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 5231, folio 742; by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 5291, folio 162; and by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 5364, folio 362; (b) in the Chattel Records of Anne Arundel County, Maryland in Liber 555, folio 492, Identifying No. 280867, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 563, folio 121; and by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 566, folio 538; and by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 569, folio 535; and (c) in the Financing Statement Records of the Maryland State Department of Assessments and Taxation in Liber 3243, folio 2004, Identifying No. 101528083, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 3297, folio 1071, and by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 3320, folio 306; and by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 3344, folio 2123.

RECORD FEE 10.00
 POSTAGE .50
 REGISTERED MAIL BOX 115447
 12/26/91
 MARY H. ROSE
 66 18 - STREET COURT

1. **DEBTOR:** **CROFTON SOUTH, INC.**
 c/o Gilligan Development, Inc.
 Suite 200
 877 Old Baltimore-Annapolis Blvd.
 Severna Park, Maryland 21146
 Attention: W. Dennis Gilligan
 Kevin E. Gilligan

2. **SECURED PARTY:** **SIGNET BANK/MARYLAND**
 7 St. Paul Street - 4th Floor
 Baltimore, Maryland 21202
 Attn: John L. Dilworth,
 Assistant Vice President

10

3. The original financing statement referred to above is amended by adding to the property described on Exhibit "A" attached thereto, the following real property, to which some of the personal property described in the original financing statement may be affixed:

1000
 2



ALL THAT PROPERTY BEING KNOWN AND DESIGNATED AS FOLLOWS:

BEING known and designated as Lot No. 14 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 32 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING the same property which by Deed recorded or intended to be recorded among the aforementioned land records prior hereto, was conveyed from South Shore Development Company, Inc. to Crofton South, Inc., a Maryland corporation.

The Debtor is the record owner of the above-described real property.

THE DEBTOR:

CROFTON SOUTH, INC.,
A Maryland Corporation

By: [Signature] (SEAL)
Name: W. Dennis Gilligan
Title: President

Date: November 22, 1991

THE SECURED PARTY:

SIGNET BANK/MARYLAND,
A Maryland Banking Corporation

By: [Signature] (SEAL)
Name: John L. Dilworth
Title: Assistant Vice President

Date: November 22, 1991

TO FILING OFFICER: After this Amendment has been recorded, please return to:

BRIAN R. LEWIS, ESQUIRE
Gebhardt & Smith
The World Trade Center, 9th Floor
Baltimore, Maryland 21202
File No.: (BRL) 9373

Ames Credits Co.

FINANCING STATEMENT FORM UCC-1

Identifying # 285208

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

CONDITIONAL SALE - NOT SUBJECT TO TAX

This financing statement Dated 11/13/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORTHWARD CORP. DBA PASADENA RENTAL & SALES
Address 8004 JUMPERS HOLE ROAD PASADENA MD 21122 (Fed ID# 52-1836) 937

2. SECURED PARTY

Name AEL LEASING CO., INC.
Address PO BOX 13428 READING PA 19612

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property: (list)

546366 12/06/91

1 - SN 062960-1148 RD880V 1-1/2 Ton Ride-On Roller, plus all subleases and rental contracts arising therefrom, all sublease and rental contract payments arising on account thereof, together with all accounts arising therefrom, together with all proceeds thereof including insurance proceeds.

MARY M. ROSE

CIRCUIT COURT

ASSIGNEE:
American Commercial Credit Corp.
PO Box 13428
Reading, PA 19612-3428

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature] Pres.
(Signature of Debtor)

NORTHWARD CORP. DBA PASADENA RENTAL & SALES
Type or Print Above Name on Above Line Pres.

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL LEASING CO., INC.

[Signature]
(Signature of Secured Party)

Lillian Kline, O.S.

Type or Print Above Signature on Above Line



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 575 PAGE 129
Identifying File No. 285209

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BELLA INC dba Bella's Package Mart 61136
1376 Cape St Claire Rd Annapolis MD 21401
Address _____

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Two Echelon Plaza, Suite 300
Address Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ RECORD FEE 14.00
4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

security system as per attached equipment lease

Name and address of Assignee _____
14:16
12/06/91
MARY M. ROSE

AA CO. CIRCUIT COURT
THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

G.L.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bella Inc dba Bella's Package Mart
Lizabet Leimiller, Attorney in fact
[Signature]
(Signature of Debtor)

ADVANTA Leasing Corp/Liz Leimiller, Clerk

Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line



ADVANTA[®]
Leasing Corp.

Equipment Lease Agreement

01130

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

CORPORATE HEADQUARTERS
Two Echelon Plaza
Voorhees, New Jersey 08043-1228

APPLICATION HOT LINE (800) 332-8331
FAX (609) 770-1414

BOOK 575 PAGE 130

DESCRIPTION OF EQUIPMENT (include make, model, serial no. and all attachments)				
8-2/3 VIDICON CAMERAS, 2-12" B/W VIDEO MONITORS, 1-STANDARD 8 HOUR VCR, 1-DUOQUAD SWITCHING SYSTEM, 1- LOUROE AUDIO SYSTEM, 2-SIMULATED CAMERAS, 1-OUTSIDE CAMERA HOUSING, 1-VIDEO LOCKBOX				
EQUIPMENT LOCATION (if other than Billing Address of Lessee)	CITY	COUNTY	STATE	ZIP
VENDOR'S NAME:				CONTROL MNGMT SRVCS

SCHEDULE OF RENTAL PAYMENTS			
TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
36	36	\$ 319.00 (Plus Applicable Taxes)	\$1007.00
PAYMENT FREQ. <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		*Make check payable to ADVANTA Leasing Corp.	

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)

Company Name: BELLA INC., DBA/BELLA'S PACKAGE MART 14.50

Billing Address: 1376 CAPE ST. CLAIRE ROAD

City: ANNAPOLIS County: ANNE ARUNDEL State: MARYLAND Zip: 21401

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature <input checked="" type="checkbox"/> <i>CG Smith</i>	Date 11/23/91	Telephone No. (410) 757-0019
Print Name CHARLES GEORGE SMITH	Title PRESIDENT	
Witness: <i>CG</i>	Date	

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/> <i>CG Smith</i>	Date	SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/>	Date
PRINT Name: CHARLES GEORGE SMITH		PRINT Name: _____	
Home Address: 448 REVELL HIGHWAY		Home Address: _____	
City: ANNAPOLIS State: MD. Zip: 21401		City: _____ State: _____ Zip: _____	
WITNESS: <i>CG</i>		WITNESS:	

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER, AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature <input checked="" type="checkbox"/> <i>CG Smith</i>	Date 11/23/91
Name CHARLES GEORGE SMITH	Title PRESIDENT

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

Title: *J. Blum* Date: 11/27/91 Lease # _____



STATE OF MARYLAND
FINANCING STATEMENT BOOK 575 PAGE 131
FORM UCC-1

285210

Identifying File No.

DJ

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2,628,689.00

If this statement is to be recorded in land records check here.

Tax filed with Maryland Dept. of Assessments and Taxations.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Color Tile, Inc.*
*See Exhibit 1 attached hereto for additional tradenames of Debtor
Address 515 Houston Street, Fort Worth, TX 76102

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent
Address 270 Park Avenue, New York, N.Y. 10017

Martin Tallan, Esq., Gibson, Dunn & Crutcher, 200 Park Ave., 47th Floor, New York, NY 10166
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and made a part hereof

Name and address of Assignee

Filing in 10 counties - recordation tax in the amount of \$8,675.70 was paid to the State Department of Assessments & Taxation on 12/4/91.

Filed with: Anne Arundel County Circuit Court Clerk, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

D. J. Gilmartin
(Signature of Debtor)

Daniel J. Gilmartin, Vice President
Color Tile, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Justin L. Driscoll
(Signature of Secured Party)

Justin L. Driscoll, Vice President
Manufacturers Hanover Trust Company, as Agent
Type or Print Above Signature on Above Line

RECORD FEE 40.00
POSTAGE .50
RECEIVED DEPT. OF ASSESSMENTS & TAXATION
12/09/91
MARY K. ROSE
AS CL. CIRCUIT COURT

40.50

EXHIBIT 1

Additional Tradenames of Color Tile, Inc.

Color Tile Supermarket, Inc.
Cleveland Tile
Peerless Wallpaper Company
Melbourne Parquet Company
North American Adhesives and Coatings Company
North American Hardwood Flooring Products
ColorCarpet
ColorCredit
Outlet Tile
Color Tile Ceramic Manufacturing
North American Hardwood Flooring
Color Tile Adhesive Manufacturing
North American Wood Project Manufacturing
North American Tile Company
WindowColors

Federal Tax I.D. of all tradenames: 75-1606185

Local Address of Debtor: 7401 Ritchie Highway
Glen Burnie, MD 21061

SCHEDULE A

Debtor: Color Tile, Inc.
Secured Party: Manufacturers Hanover Trust Company, as Agent
270 Park Avenue
New York, New York 10017

The following types or items of property, whether now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, are covered by the Financing Statement to which this Schedule A is attached:

1. all Accounts;
2. all Chattel Paper;
3. all Copyrights;
4. all Contracts;
5. all Copyright Licenses;
6. all Documents;
7. all Equipment;
8. all General Intangibles (including, without limitation, any interest rate, foreign currency or similar agreements);
9. all Instruments;
10. all Inventory;
11. all Patents;
12. all Patent Licenses;
13. all Trademarks;
14. all Trademark Licenses;
15. all other goods and personal property of the Debtor, whether tangible or intangible or whether now or hereafter owned by the Debtor, and wherever located; and

16. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Documents, Farm Products, General Intangibles, Inventory and Instruments; and the following terms shall have the following meanings:

"Accounts" means all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or performance of services by the Debtor (including without limitation any such obligation which would be characterized as an account, general intangible or chattel paper under the Code) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights) and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance) or in connection with any other transaction, now in existence or hereafter arising, including without limitation the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of the Security Agreement.

"Contracts" means, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Copyright License" shall mean any written agreement, naming the Debtor, as licensor or licensee, granting any right in the United States to use any Copyright including, without limitation, any referred to in Schedule III to the Security Agreement.

"Copyrights" shall mean all of the following to the extent the Debtor, now or hereafter has any right, title or interest: (i) all United States copyrights and all registrations and applications therefor, including, without limitation, any referred to in Schedule III to the Security Agreement, and (ii) all renewals of such copyrights.

"Equipment" means all machinery, equipment and furniture, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including, but not limited to, all equipment as defined in Section 9-109(2) of the Code.

"License" means any Copyright License, Patent License or Trademark License.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in Schedule I to the Security Agreement.

"Patent License" means all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I to the Security Agreement.

"Proceeds" shall mean "proceeds," as such term is defined in Section 9-306(1) of the Code and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority or any Person acting under color of Governmental Authority, (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other

amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" means the Security Agreement dated as of November 27, 1991, made by the Debtor in favor of the Secured Party, as amended, supplemented or otherwise modified from time to time.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule II to the Security Agreement, and (b) all renewals thereof.

"Trademark License" means any agreement, written or oral, providing for the grant by or to the Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule II to the Security Agreement.

DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~558X128~~ 279594

RECORDED IN LIBER 550 FOLIO 128 ON 1/3/90 (DATE)

Filed with: Anne Arundel County Circuit Court Clerk, MD
1. DEBTOR

Name Color Tile, Inc.
Address 515 Houston Street, Fort Worth TX 76102

2. SECURED PARTY

NatWest USA Credit Corp., as Agent

Name 175 Water Street, New York, NY 10038
Address

Martin B. Tallan
Gibson, Dunn & Crutcher, 200 Park Ave., 47th Floor, New York, NY 10166
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

This assignment is without recourse, representation or warranty of any kind, express or implied.
See Schedule A to original filing for description of collateral.

Assignee:
Manufacturers Hanover Trust Company, as Agent
270 Park Avenue
New York, NY 10017

RECORD FEE 10.00
POSTAGE .50
2336110 189 R02 T11114
12/09/91
MARY 4. 1005E
AN CO. CIRCUIT COURT

Dated 11/20/91

W. C. Hall, Jr.
(Signature of Secured Party)
William C. Hall, Jr., Vice President
NatWest USA Credit Corp., as Agent
Type or Print Above Name on Above Line

10.00



DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265516

RECORDED IN LIBER 507 FOLIO 8 ON January 6, 1987 (DATE)

1. DEBTOR

Name ADVANCED MARKETING SERVICES, INC.
Address 7453 Candlewood Road, Hanover, Maryland

2. SECURED PARTY

Name HOME FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 625 Broadway, Suite 235, San Diego, CA 92185-0033
Kenneth Dang, Esq.
Buchalter, Nemer, et al., 601 S. Figueroa, Ste. 2500, Los Angeles, CA
Person And Address To Whom Statement Is To Be Returned If Different From Above. 90017

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FILE 10.00
POSTAGE .50
4059420 265 NO1 111:41
12/08/91
MARY M. ROSE
2d CD. CIRCUIT COURT

10-50

Dated 11-15-91

By: Carl Paffo
(Signature of Secured Party)

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266133

RECORDED IN LIBER 508 FOLIO 291 ON 2-10-87 (DATE)

1. DEBTOR

Name Overton Design Studio, Inc.
Address 213 Duke of Gloucester Annapolis, Md 21401

2. SECURED PARTY

Name Second National Building & Loan NKA 2nd Nat'l Fed. Savings Bank
Address P.O. Box 2558 Salisbury, Md 21802
Attn: Gwen D. Waters - Banking Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

DJ

RECORD FEE 10.00
POSTAGE .50
#585280 C603 R04 T12:33

12/09/91

Dated 12-3-91

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis - Vice President
Type or Print Above Name on Above Line
Second National Fed. Savings Bank

DJ

BOOK 575 PAGE 141

285212

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Herbert C. Lauer, Jr. Maria E. Lauer 3463 Warm Spring Way Odenton, MD 21113	2. Secured Party(ies) and address(es) Security Pacific Financial Services, Inc. 26-B Plaza St N.E. Leesburg, VA 22075	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All goods purchased now or in the future under the Debtor's certain Revolving Sale Agreement, dated 10/16/91 with Belfort Furniture.		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 POSTAGE .50

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state. #505560 C603 R04 T14:36
 which is proceeds of the original collateral described above in which a security interest was perfected: 12/09/91

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By Herbert C. Lauer, Jr.
Maria E. Lauer
 Signature(s) of Debtor(s)

By Security Pacific Financial Svcs.
Bonnie Zimmerman
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical



DJ

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor):
Address: B & T AIR EXPRESS, INC.
7526 D. CONNELLY DRIVE
BWI COMMERCE PARK
HANOVER, MD. 21076

2. Name of Secured Party (or Assignee)
Address: THE BANK OF BALTIMORE
Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:
SEE SCHEDULE A ATTACHED HERETO AND MADE AN INTEGRAL PART THEREOF

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):
[Signature]
B & T AIR EXPRESS, INC.
STEPHEN C. BOHLE, PRESIDENT
[Signature]
THOMAS J. FUNK, VICE PRESIDENT

Secured Party:
THE BANK OF BALTIMORE
By: *[Signature]*
JEFFREY A. HAMILTON, VICE PRESIDENT
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

1/50

SCHEDULE A

INVENTORY All of the Obligor's Inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

CONTRACT RIGHTS All of the Obligor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

ACCOUNTS All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

GENERAL INTANGIBLES All of the Obligor's general intangibles, (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

CHATTEL PAPER All of the Obligor's chattel paper both now owned and hereafter existing; acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the bank a security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

ALL EQUIPMENT All of the obligor's equipment, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Armed.
Armed
17.50

MARYLAND FINANCING STATEMENT

285214

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: (DJ)

- 1. LESSEE: Lovell-Regency Homes, A Limited Partnership
(Name or Names)
49 Old Solomons Island Road, Annapolis, Maryland 21401
(Address) BGB 4923
- LESSEE: _____
(Name or Names)

(Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Bank of Glen Burnie
Of LESSOR: _____ (Name or Names)
1st Ave. & Crain Hwy., S.E. Glen Burnie, MD 21061
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Toshiba Model 541 Plain Paper Facsimile

RECORD FEE 11.00
POSTAGE .50
NOTARIAL COMMISSION 11.00
12/10/91
MARY N. ROSE
44 CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Lovell-Regency Homes, A Limited Partnership</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>[Signature]</u> (Title)	By: <u>[Signature]</u> Credit Manager (Title)
<u>DAVID R. PRIDDY, VICE PRESIDENT</u> (Type or print name of signer)	<u>Donald A. Lounsbury</u> (Type or print name of signer)
By: _____ (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> <u>9506 Harford Road</u> <u>Baltimore, MD 21234</u>
_____ (Type or print name of signer)	

17.50



DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266240

RECORDED IN LIBER 508 FOLIO 489 ON February 17, 1987 (DATE)

1. DEBTOR

Name Howard County Landscape and Sodding Company, Inc.

Address 8009 Old Jessup Road, Jessup, Maryland 20794

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated November 19, 1991

1/8

Roger Weaver
(Signature of Secured Party)

Roger Weaver, Assistant Vice President
Type or Print Above Name on Above Line



285216

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Champion Realty, Inc.

Address 541-B Baltimore Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made a part hereof.

RECORDED
INDEXED
NOTARIAL PUBLIC
10/10/77
A. ROSS
NOTARY PUBLIC

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Carol M. Ross
(Signature of Debtor)

Carol M. Ross
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Name on Above Line

1300



EXHIBIT A

DESCRIPTION OF EQUIPMENT

- Fifteen (15) LA 75 Digital Equipment Company (DEC) Printers,
S/N: See attached serial numbers
S/N: See attached serial numbers
- Fifteen (15) VT220-C DEC 15" Monochrome Terminals,
S/N: See attached serial numbers
S/N: See attached serial numbers
- Fifteen (15) H8575-B DEC 8-Pin Connectors
- Fifteen (15) DecConnect Cables
- Sixteen (16) VA9632 VP Auto Dial V.32 MNP Standalone Modems,
S/N: See attached serial numbers
S/N: See attached serial numbers

The above equipment located at 541-B Baltimore Annapolis Blvd.
Severna Park, MD 21146

- Seventeen (17) VA9624E V.32/V.22 MNP5 Modem Card Rackmount Modems,
S/N: See attached serial numbers
S/N: See attached serial numbers
- Five (5) VA4224E A-DV.22bis MNP Modem Card Rackmount Modems
S/N: See attached serial numbers
- Three (3) VA1681C 16-Chan Rack Mt Modem Chassis

The above equipment is located at 400 E. Joppa Road
Towson, MD 21204

Champion Realty, Inc.
Type Full Legal Company Name

X Carol M. Ross Carol M. Ross
Signature Print Name

Treasurer
Title

November 1, 1991
Date



Exhibit A Equipment Serial Numbers

Fifteen (15) LA 75 Digital Equipment Company (DEC) Printers,
S/N(s): TYA9980, TY841B2357, TY908D5418, TY01556,
TYA8208, TY906D7147, TY906D6447, TY90503448,
TYA9978, TYA9802, TY90503442, TY833A9814,
TY841B2354, TY76745, TY842B3239

Fifteen (15) VT220-C DEC 15" Monochrome Terminals,
Keyboard S/N(s): B0708080L9, B074708BE2, B080602474,
B091511730, B091511742, B0637020L7, B091511671,
B080808838, B03490Z8M7, B091511746, B080805858,
B054903RL3, B074803N67, B031903375, B0650051R9

Monitor S/N(s): TA52345, TA35578, TA12127, TA12233,
TA28637, TA98085, TA21368, TA54873, TA30432,
TA44382, TA81280, TA54563, TA55771, TA704E5069,
TA47020

Sixteen (16) VA9632 VP Auto Dial V.32 MNP Standalone Modems,
IF0AHC4889, IF0AHC4803, IF-0AHC5034, IF-0AHC4837,
IF-0AHC4990, IF-0AHC5026, IF-0AHC4807, IH0AHC5665,
IF-0AHC5087, IF-0AHC4797, IF-0AHC4909, IH-0AHC568,
IF-0AHC5020, IF-0AHC5001, IF-0AHC4877, IH-0AHC5683

The above equipment located at 541-B Baltimore Annapolis Blvd.,
Severna Park, MD 21146

Seventeen (17) VA9624E V.32/V.22 MNP5 Modem Card Rackmount Modems,
S/N(s): A9509591, A8842424, A9807250, A9804180,
A9321860, A9804176, A9804192, A9509561, A9150390,
A9509558, A9504931, A10826938, A9504840, A9503522,
A9503599, A9503515, A9504814

Five (5) VA4224E A-DV.22bis MNP Modem Card Rackmount Modems,
S/N(s): OG-HAHG2399, OG-HAHG2407, OG-HAHG2367,
OG-HAHG2180, OG-HAHG2368

Three (3) VA1681C 16-Chan Rack Mt Modem Chassis,
S/N(s): OJ-AAIS0303, OJ-AAIS0302, OJ-AAIS0335

The above equipment is located at 400 E. Joppa Rd.
Towson, MD 21204

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated 12/3/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE
 Name WHEELABRATOR TECHNOLOGIES, INC., c/o BIOGRO
 Address 180 Admiral Cochran, Suite 305, Annapolis, MD 21401

2. ~~SECURED PARTY~~ LESSOR
 Name AMERICAN COMPUTER GROUP, INC.
 Address P.O. Box 68, Kenmore Station - 20 Overland Street
Boston, MA 02215
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
 4. This financing statement covers the following types (or items) of property: (list)

Computer Equipment Schedule #1
 Annex #1

Name and address of Assignee	POSTAGE
------------------------------	---------

Mfg.	Qty.	Model/Description
Paradyne	(1)	3480-A2-122 19.2 Modem SA

This filing is for information only as this transaction is a true lease.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

WHEELABRATOR TECHNOLOGIES, INC.
 ✓ *[Signature]*
 (Signature of ~~Debtor~~) Lessee

W.C. Keightley Controller and
Type or Print Above Name on Above Line Asst. Treasurer

 (Signature of Debtor)

 Type or Print Above Signature on Above Line
1/50

Nancy M. Lagro AVP
 (Signature of ~~Secured Party~~) Lessor

Nancy M. Lagro, AVP of Operations
Type or Print Above Signature on Above Line
 American Computer Group, Inc.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270932

RECORDED IN LIBER 521 FOLIO 29 ON 12/17/87 (DATE)

1. DEBTOR

Name Advanced Surveys, Inc.
Address 5443 Southern Maryland Blvd., Lothian, Maryland 20711

DJ

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza, Whippany, NJ 07981

Attn: B. A. Burks, Circle Business Credit, Inc., 8720 Castle Crk. Pkwy, Ste. 400
Person And Address To Whom Statement Is To Be Returned If Different From Above: Indpls, IN 46250

7509805-1

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
12/10/91
MARY M. ROSE
REC'D. CREDIT COURT

Circle Business Credit, Inc.

Dated December 3, 1991

B. A. Burks
(Signature of Secured Party)

B. A. Burks, Adm. Asst.
Type or Print Above Name on Above Line



285218

DJ

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Dilworth, Ernest 1876 Montreal Rd Severn MD 21144	2. Secured Party(ies) and address(es) Wood Stone "N" Spa Shoppe 2431 Crofton Lane Crofton, MD 21114	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types of property:
 EARN STAVE BV4000C
 NOT SUBJECT TO RECORDATION TAXES
 (4) to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price/

5. Assignee(s) of Secured Party and Address(es)
 American General Finance, Inc
 6201 Leesburg Pk
 P.O. Box 5143
 Falls Church VA 22044

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Ernest M. Dilworth
 ERNEST M. DILWORTH (1) Filing Officer Copy - Alphabetical
 ERNEST M. DILWORTH Signature(s) of Secured

STANDARD FORM - FORM UCC-1.

11

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME Slay-Vines	FIRST NAME Toya	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1013 I Street N.E.		1D. CITY, STATE Washington, D.C.		1E. ZIP CODE 20002
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE
3. SECURED PARTY GOLDEN MANAGERS ACCEPTANCE CORP. as Servicer C/O Texas Commerce Bank National Association				
3A. MAILING ADDRESS P.O. Box 2558		3B. CITY, STATE Houston, Texas		3C. ZIP CODE 77252-2558
4. ASSIGNEE OF SECURED PARTY (IF ANY) Texas Commerce Bank National Association as Collateral Agent				
4A. MAILING ADDRESS P. O. Box 2558		4B. CITY, STATE Houston, Texas		4C. ZIP CODE 77252-2558

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

Debtor hereby grants to Secured Party a security interest in all goods, equipment, machinery, furnishings, fixtures, furniture, appliances, accessories, leasehold improvements, chattels and other articles of personal property of whatever nature now owned by Debtor or hereinafter acquired, all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing (hereinafter collectively called "the Collateral") and all proceeds of the Collateral.

See Attached Exhibits "A" & B

McDonald's Corporation Record Owner

RECORD FEE 17.00
 RECORD MK 3000.00
 POSTAGE .50
 NOTED COPY NO 710431
 12/10/91
 MARY K. ROSE
 RA CO. STREET COBT

Total Debt \$440,000.00

6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED _____
7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM:		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
8. SIGNATURE(S) OF DEBTOR(S)	X <i>Toya Slay-Vines</i> Toya Slay-Vines		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES)	By: <i>[Signature]</i> GOLDEN MANAGERS ACCEPTANCE CORP.		
TEXAS COMMERCE BANK NATIONAL ASSOCIATION			
9. Return copy to:			
NAME	Texas Commerce Bank		
ADDRESS	P. O. Box 2558		
CITY	Houston, Texas 77252-2558		
STATE	ATT: Frances Sellers 4TCBE 69		
ZIP			

12 L
3080

PREMISES

BOOK 575 PAGE 154

McDonald's
Store No.

Store Address

Legal Description

5031

1494 Berger St.
Odenton, Maryland 21113

See Attached
Exhibit "B"

EXHIBIT A



PARCEL 1

All that piece or parcel of land in the 4th District, Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at a pipe found in the Northeastern right-of-way line of 5th Street, said pipe being located at the end of the South 56° 00' East, 150 foot line of that conveyance from Odenton Enterprises, Inc., to John Asha and Eugene Baldi by Deed dated August 14, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1501, folio 211;

Thence from said beginning point so fixed with said right-of-way line and with part of said South 56° 00' East, 150 foot line, reversely, North 56° 00' West, 143.76 feet to a pipe set at the intersection of the aforesaid Northeastern right-of-way line of 5th Street with the Eastern right-of-way line of Maryland Route 175;

Thence with the aforesaid right-of-way line of Maryland Route 175, North 7° 53' 50" East, 7.65 feet;

Thence with the lines of that conveyance from the United States of America, acting by and through the Department of Commerce, Bureau of Public Roads, to the State of Maryland, to the use of the State Roads Commission of Maryland, dated November 2, 1961, and recorded among the said Land Records in Liber G. T. C. 1527, folio 505, reversely, corrected for magnetic variation, North 56° 13' East, 32.33 feet, North 7° 43' East, 31.80 feet, North 7° 55' 30" East, 49.91 feet and North 8° 02' 10" East, 121.16 feet;

Thence leaving the aforesaid conveyance to the State of Maryland and running South 85° 50' 10" East, 228.39 feet to intersect the South 14° 52' 45" East, 598.1 foot line of that deed to John Asha and Eugene Baldi dated June 19, 1961, and recorded among the said Land Records in Liber G.T.C. 1492, folio 299;

Thence with part of said line, as corrected for magnetic variation, South 6° 47' 30" East, 12.0 feet to a concrete monument found, which monument designates point #147 of the boundary of Fort George G. Meade;

Thence South 56° 22' 30" West, 134.73 feet to an iron pipe found at the beginning point of the above mentioned conveyance from Odenton Enterprises, Inc.;

Thence with the outlines of said conveyance, reversely, as now surveyed South 56° 59' East, 65.13 feet to a pipe set and South 33° 00' West, 200.0 feet to the place of beginning.

Containing 46,060 square feet; more or less, or 1.06 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in May 1964.

Being all of the above mentioned conveyance from Odenton Enterprises, Inc., to John Asha and Eugene Baldi by Deed dated August 14, 1961, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. 1501, folio 211, except a small triangle in the right-of-way of the widened Maryland Route #175 and also part of the aforesaid conveyance from the United States of America to John Asha and Eugene Baldi dated June 19, 1961, and recorded among the said Land Records in Liber G.T.C. 1492, folio 299.

ALSO all right, title and interest in and to the following described property:

BOOK 575 PAGE 156

BEGINNING for the same at a point in the East right-of-way line of Maryland State Route No. 175, said point being at the end of the South 47° 35' 06" West, 32.33 foot line of that conveyance from the United States of America, acting by and through the Department of Commerce, Bureau of Public Roads, to the State of Maryland, to the use of the State Roads Commission of Maryland, dated November 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1527, folio 505;

Thence from the beginning point so fixed, with the East side of Maryland Route 175, North 07° 53' 50" East, 102.99 feet and North 08° 03' 20" East, 119.36 feet;

Thence crossing the aforesaid conveyance to the State of Maryland, South 85° 50' 10" East, 24.45 feet to intersect the South 00° 03' 00" East, 695.30 foot line of said conveyance;

Thence with part of said line, as corrected for magnetic differences, South 08° 02' 10" West, 121.16 feet;

Thence continuing with the outlines of said conveyance, as corrected for magnetic differences, South 07° 55' 30" West, 49.91 feet, South 07° 43' West, 31.80 feet and South 56° 13' West, 32.33 feet to the place of beginning.

Containing 5,200 square feet, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in October 1964.

Subject to all convenats, conditions, restrictions, easements and encumbrances of record and those matters which would be revealed by an accurate survey.

PARCEL 2

BEGINNING for the same at a P.K. Nail set on the North side of Berger Street (formerly Fifth Avenue), being measured along the North side of said street with meridian adjusted to Anne Arundel County Grid North South 65° 19' 19" West 143.76 feet from the intersection of the North side of Berger Street and the East side of Maryland Route 175, and running thence with end binding on the First line of that parcel of land conveyed from John F. Roberts, Jr. and Mery E. Roberts, his wife, to Goldie May McCullough, widow, by deed dated Merch 7, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1377 at Folio 42;

1. North 24° 40' 41" East 200.00 feet to a pipe set at the end of the Third line of that parcel of land conveyed from John M. Ahern and Margaret T. Ahern, his wife, to William V. Drury, Sr., and Elizebeth A. Drury, his wife, by deed dated August 30, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3946 at Folio 50, thence running reversely on part of said Third line;

2. South 65° 00' 25" East 100.00 feet to a pipe set at the end of the First line of that parcel of land conveyed from Goldie McCullough to Joen H. Howard by deed dated December 17, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3851 at Folio 220, thence running reversely on said line;

3. South 24° 40' 41" West 199.45 feet to a pipe found on the North side of Berger Street as aforesaid, thence running with and binding on the North side of said Street;

4. North 65° 19' 19" West 100.00 feet to the place of beginning, containing 0.46 acres of land, more or less, as surveyed by McCrone, Inc., May, 1987.

DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283212

RECORDED IN LIBER 566 FOLIO 136 ON 03/10/91 (DATE)

1. ~~DEBTOR~~ LESSEE:

Name SEVERN GRAPHICS, INC.
Address 7590 Ritchie Highway Glen Burnie, MD 21061

2. ~~SECURED PARTY~~ LESSOR:

Name The Credit Life Insurance Company
Address One S. Limestone Street Springfield, OH 45502

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
401 7300 0890 803 710:27
12/10/91
H. ROSE
DISTRICT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All equipment listed on original filing is assigned to:
First Federal Savings & Loan
Association of Richmond
20 North 9th Street
Richmond, IN 47374

GROUP AN
LEASE #5564.01
ANNE ARRUNDEL CO.

Dated _____

105L

Catherine M. Lytle
(Signature of ~~Secured Party~~) LESSOR
The Credit Life Insurance Co.
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283611

RECORDED IN LIBER 567 FOLIO 460 ON 05/08/91 (DATE)

1. DEBTOR

Name Prospect Leasing Company

Address 17998 Chesterfield Airport Rd. Chesterfield, MO 63005

2. SECURED PARTY

Name The Credit Life Insurance Company

Address One S. Limestone Street Springfield, OH 45502

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 1.00

RECORD FEE 9.00

POSTAGE .50

REC'D REC 11/10/91

10/10/91

ROSE

CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>Terminate above filing</p> <p>GROUP AN LEASE #5564.01</p> <p>ANNE ARRUNDEL CO</p>	

Dated _____

William M. Welch
(Signature of Secured Party)

The Credit Life Insurance Co.
Type or Print Above Name on Above Line





This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Allen Gaisin, M.D., P.C.
133 Defense Highway (Suite 112)
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Lear Financial Corporation
312 Clairemont Road
Villanova, PA 19085

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property: #63000010

SEE SCHEDULE "A"

5. Assignee(s) of Secured Party and Address(es)
Meridian Leasing, Inc.
1 Meridian Blvd. - 4th Floor
Wyomissing, PA 19610

RECORD FEE 11.00

POSTAGE .00

REGISTERED COPY FEE 7.00

12/12/91

Not Subject to Recordation Tax.

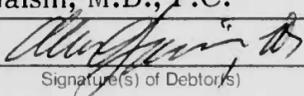
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

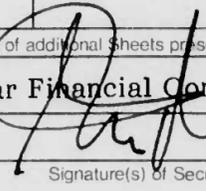
Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented.

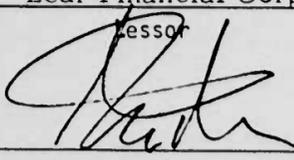
Allen Gaisin, M.D., P.C.
By: X  President
Signature(s) of Debtor(s)

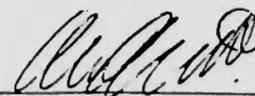
Lear Financial Corporation
By:  President
Signature(s) of Secured Party(ies)

Schedule A, annexed to and forming part of Lease Agreement between LEAR FINANCIAL CORPORATION, Lessor,
 and Allen Gaisin, M.D., P.C., Lessee, and dated 10-18-91

<u>No.</u>	<u>Model Number and Description of Equipment</u>	<u>Serial Number</u>
1	486 CPU 4 M RAM	98545
1	213 Hard Disk	
1	VGA Monochrome Monitor 13"	
	1.44 Floppy Disk 60 M Tape Backup External	
2	2400/4800/ Baud Modems	2010951
		2011955
4	9600 Baud Modems	2011862
		2011811
		1509109
		104267
4	WYSE 30 Terminals	
1	Eight Port Digi Board	
1	Emerson 800 UPS, VA	
1	Powermon	
2	320 Printers	004C0328532
		004C0328641
1	820 Printer	102A10012490
	2nd Bin Mechanism / 2nd Tray	
	SCO Operating System	
	Work Perfect 5 User	
	Data Conversion 7.7 - 7.8	
	MDX	
	Report Designer	
	Electronic Claims Md. Direct	

and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith,
 now attached to or delivered with the designated equipment or that may at any time hereafter be obtained
 from the Lessor or be added thereto by or with the consent of the Lessor.

 Lear Financial Corporation
 Lessor
 By  per _____
 Title

 Allen Gaisin, M.D., P.C.
 Lessee
 By X  _____
 President
 Title



285221

BOOK 575 PAGE 161



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Allen Gaisin, M.D., P.C.
133 Defence Highway (Suite 112)
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Lear Financial Corporation
312 Clairemont Road
Villanova, PA 19085

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property: #63000010

SEE SCHEDULE "A"

RECORD FEE 1.10
RECORD FEE 8.50
POSTAGE .50

5. Assignee(s) of Secured Party and Address(es)
Meridian Leasing, Inc.
1 Meridian Blvd. - 4th Floor
Wyomissing, PA 21401

Not Subject to Recordation Tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Allen Gaisin, M.D., P.C.
[Signature] President
Signature(s) of Debtor(s)

By: Lear Financial Corporation
[Signature] President
Signature(s) of Secured Party(ies)

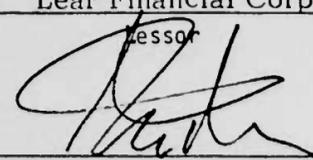
(1) Filing Officer Copy - Alphabetical

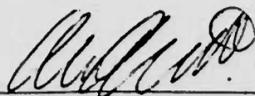
STANDARD FORM - FORM UCC-1.

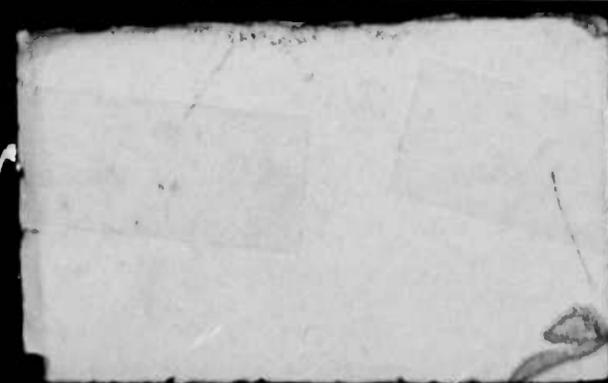
Schedule A, annexed to and forming part of Lease Agreement between LEAR FINANCIAL CORPORATION, Lessor,
 and Allen Gaisin, M.D., P.C., Lessee, and dated 10-18-91

<u>No.</u>	<u>Model Number and Description of Equipment</u>	<u>Serial Number</u>
1	486 CPU 4 M RAM	98545
1	213 Hard Disk	
1	VGA Monochrome Monitor 13"	
	1.44 Floppy Disk 60 M Tape Backup External	
2	2400/4800/ Baud Modems	2010951
		2011955
4	9600 Baud Modems	2011862
		2011811
		1509109
		104267
4	WYSE 30 Terminals	
1	Eight Port Digi Board	
1	Emerson 800 UPS, VA	
1	Powermon	
2	320 Printers	004C0328532
		004C0328641
1	820 Printer	102A10012490
	2nd Bin Mechanism / 2nd Tray	
	SCO Operating System	
	Work Perfect 5 User	
	Data Conversion 7.7 - 7.8	
	MDX	
	Report Designer	
	Electronic Claims Md. Direct	

and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith,
 now attached to or delivered with the designated equipment or that may at any time hereafter be obtained
 from the Lessor or be added thereto by or with the consent of the Lessor.

Lear Financial Corporation
 Lessor
 By  per _____
 Title

Allen Gaisin, M.D., P.C.
 Lessee
 By X  _____
 President
 Title



FINANCING STATEMENT FORM UCC-1

Identifying File No. 285222

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

DJ

This financing statement Dated Nov. 25, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Outdoor Power, Inc.
Address 436 Chinquapin Round Rd., Annapolis, Anne Arundel County, Maryland 21401

2. SECURED PARTY

Name MUSTANG MANUFACTURING COMPANY, INC.
Address County Road #45 North, P.O. Box 547

Owatonna, Minnesota 55060
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
RECORD FEE
POSTAGE
12/10/91

Wherever located, whether now or hereafter owned, existing or acquired: All Mustang Inventory including new and used machinery, equipment, parts, supplies and other property acquired by debtor from secured party, and all repossessions, replacements, attachments, repair parts, additions, accessories, trade-ins, and accessions thereto and thereof; all accounts, documents, chattel paper, leases arising from sale or lease of inventory; and all proceeds in whatever form including all trade-ins and proceeds of insurance policies.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)
XXX (Products of collateral are also covered)

Signature of Debtor: Kenneth R. Wagner - Pres.

Outdoor Power, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Wm. M. Kingman

MUSTANG MANUFACTURING COMPANY, INC.
Type or Print Above Signature on Above Line

11/20/91



PARTIES

Debtor name (last name first if individual) and mailing address:

CHRISTOPHER L. LOWMAN
7959 TELEGRAPH RD. LOT #20
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:

BARBARA L. LOWMAN
7959 TELEGRAPH RD. LOT #20
SEVERN MD 21144 1a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

CHESAPEAKE MH OF LAUREL, MD
10039 W. SECOND AVENUE
LAUREL MD 20707 2
 Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

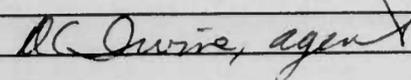
- Special Types of Parties (check if applicable):
- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 - The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 - Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD


STANDARD FORM - FORM UCC-1 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK **575** PAGE **164** **285223**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1987 LIBERTY HOMES, INC. GLEN OAKS
14 X 80 SERIAL# 08L59088
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

CHRISTOPHER L. LOWMAN *Christopher L. Lowman*

BARBARA L. LOWMAN *Barbara L. Lowman*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

12-

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-27-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computer Sciences Corporation
Address 4061 Powder Mill Road, Calverton, Maryland 20705

2. SECURED PARTY

Name Digital Equipment Corporation - ATT: Barbara Wilson
Address 8181 Professional Place
Landover, Maryland 20785

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

VAX4000-300 Computer System with all peripherals, accessories, other equipment and supplies, if any, as more fully described in a DElease #92-4949-00 between Debtor and Secured Party.

Installed: 1100 West Street
Laurel, MD 20707

Name and address of Assignee
General Electric Capital Corp.
150 Royall Street
Canton, MA 02021

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Computer Sciences Corporation
[Signature]
(Signature of Debtor)

C.D. Chadwick
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Digital Equipment Corporation
[Signature]
(Signature of Secured Party)

BARBARA J. WILSON
Type or Print Above Signature on Above Line

1150

Butler Leasing Company

BOOK 575 PAGE 166

285225

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract Lessor is Seller and Lessee Purchaser of Equipment)

DJ

LESSEE: Complete Landscaping Services, Inc.
1641 Maryland Route # 3 North
Crofton, MD 21114

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

MARYLAND NATIONAL BANK
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1) Used Finn Hydroseeder Model T-120 S/N BUA-313,w
- 36 HP Kubota w/hose reel & hose,
- 1) Used Finn Mulch Spreader, B-50SG S/N BN-1255
- Wisconsin Engine

RECORD FEE 11.00
 POSTAGE .50
 #01870 COV 103 10/89
 12/10/91
 MARY M. ROSE
 SA CO. CREDIT UNIT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: 13607 Oak Grove Road, Upper Marlboro, MD 20772

LESSEE
Complete Landscaping Services, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: [Signature]
Dean Stelfox President

BY: [Signature]
Grace M. Cabbage Vendor Services Manager

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

1/160

**Statement of Continuation, Termination
Assignment, Amendment or Release Under
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 274650 recorded in Liber 532, Folio 351 on 09/26/88.

1. DEBTOR(S):

Name(s): S & S Automotive, Inc.
T/A Precision Tune
Address(es): 7425 Harford Road
Baltimore, MD 21234

2. SECURED PARTY:

Name: Equitable Bank, N.A.
Address: 100 S. Charles Street
Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box)

- 3. CONTINUATION The original Financing Statement referred to above is still effective.
- 4. TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in item 8 below.
- 6. AMENDMENT The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required.)
- 7. RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in item 8 below.

8. Secured Party hereby releases its security interest in all Inventory, Accounts, General Intangibles, Chattel Paper, Equipment and Fixtures, located at or arising out of the operation of the Debtor's business at 409 Ritchie Highway, Severna Park, MD 21146

9. Debtor:

Secured Party:

~~Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., A national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.~~

MARYLAND NATIONAL BANK

By: *Salvatore J. Ranieri*
Salvatore J. Ranieri,
Vice President

10.50



DJ

(Anne Arundel County)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No 355

Page No 58

Identification No 201796

Dated: April 14, 1976

1. Debtor(s): Joseph H. Countess and Robert L. Countess, Individually and T/A Countess Service Center
1302 Key Highway, Baltimore City, Maryland 21230
2. Secured Party: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202
3. Maturity Date (if any): N/A
4. Check Applicable Statement:

: A. Continuation () : : : The original financing statement between : : the foregoing Debtor and Secured Party, : : bearing the file number shown above, : : is still effective. : : : C. Assignment () : : The Secured Party certifies that the : : Secured Party has assigned to the : : Assignee whose name and address is : : shown below, Secured Party's rights : : under the financing statement bearing : : the file number, shown above in the : : following property: : :	: B. Partial Release () : : : From the collateral described : : in financing statement bearing : : the file number shown above, : : the Secured Party releases the : : following: : : : D. Other (X) : : (Indicate whether amendment, : : termination, etc.) : : : TERMINATION : : :
--	---

Continuation Statement: Liber 355, page 58, dated February 27, 1981

Dated: June 5, 1991

SMALL BUSINESS ADMINISTRATION
Secured Party

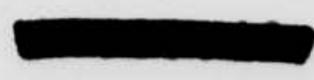
Nicole E. Porter
Signature of Secured Party

Nicole E. Porter, Acting District Counsel
Name & Title

PLEASE RETURN TO DEBTOR.

✓ VERNON G. FRAME, P.A.
CHESTERFIELD CENTER
8008 EDWIN RAYNOR BLVD.
SUITE B
PASADENA, MD 21122

10/50



1991 SEP 20
A 8:5-

DJ

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
KING DARREN
3255 PATUVENT RIV. RD MD 21035
DAVIDSONVILLE
213967865 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090 IA 50265
WEST DES MOINES
FORM-JOHN DEERE IND EQUIP CO
400-19TH, MOLINE, IL. 61625

3 MATURITY DATE (If Any) 27NOV99
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 270747
Filed with ANNE ARUNDEL MD BK 520 PG 284 Date Filed 27NOV87

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

RECORD FEE 10.00
POSTAGE .50
REGISTERED MAIL 709.45
12/10/91

10
Number of Additional Sheets Presented 03DEC91

TO:
CLERK OF CIRCUIT CRT
2 UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403
JOHN DEERE IND EQUIPMENT CO.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)
FILING OFFICER COPY - ALPHABETICAL

By *A. J. Walters* Director, Installment Finance - For
Signature(s) of Secured Party(ies)
 JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
 JOHN DEERE COMPANY

1550 STANDARD FORM - FORM UCC-3

MNB DAH
0877704-9001-190511
A.A. COUNTY

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number # 231310 recorded in Liber 422, Folio 426 on 2/22/80 (date).

1. DEBTOR(S): JOHN D. COPANOS
 Name(s): _____
 Address(es): 6110 Robinwood Road
 Baltimore, Maryland 21225

2. SECURED PARTY:
 Name: ANNE ARUNDEL COUNTY, MARYLAND
 Address: Arundel Center
 Annapolis, Maryland 21404

NAME AND ADDRESS OF ASSIGNEE: THE EQUITABLE TRUST COMPANY
 Calvert and Fayette Streets
 Baltimore, Maryland 21202

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
 POSTAGE .50
 H298760 489 R07 T11139
 12/10/91
 MARY M. ROSE
 AA CO. CIRCUIT COURT

1050

9. DEBTOR: _____ SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
 Arundel Center
 Annapolis, Maryland 21404

Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.

By Shelly T. Eszey
 Shelly T. Eszey Loan Policy Officer



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

MNB DAH 0877704-9001-190515 A.A.COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number #231311 recorded in Liber 422 Folio 431 on 2/22/80 (date).

NAME AND ADDRESS OF DEBTOR:

ANNE ARUNDEL COUNTY, MARYLAND Arundel center Annapolis, Maryland 21404

NAME AND ADDRESS OF SECURED PARTY:

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202

RECORD FEE 10.00 POSTAGE .50 M298770-0489 PD 11140 12/10/91 MARY M. ROSE DA CO. CIRCUIT COURT

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3. [X] CONTINUATION The original Financing Statement referred to above is still effective
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8. the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below (Signature of Debtor is required)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL BANK successor by merger to the EQUITABLE BANK, NATIONAL ASSOCIATION successor by merger to THE EQUITABLE TRUST COMPANY

BY: [Signature]

Title: Shelly T. Elsezy Loan Policy

Maryland National Bank, a national banking association ("MNB"), as Officer successor to Equitable Bank, N. A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990 approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Controller of Currency on July 1, 1990.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

DAH
MNB 0877704-9001-190516 A.A. COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number # 231312 recorded in Liber 422, Folio 437 on 2/22/80 (date).

NAME AND ADDRESS OF DEBTOR:

JOHN D. COPANOS
6110 Robinwood Road
Baltimore, Maryland 21225

NAME AND ADDRESS OF SECURED PARTY:

THE EQUITABLE TRUST COMPANY
Calvert and Fayette Streets
Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
R231312 0489 P02 T11:40
12/10/91
MARY M. ROSE
BA CO. CIRCUIT COURT

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3. CONTINUATION The original Financing Statement referred to above is still effective
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8. the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

1600

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL BANK successor by merger to the EQUITABLE BANK, NATIONAL ASSOCIATION successor by merger to THE EQUITABLE TRUST COMPANY

BY:

Title:

Shelly T. Elsezy Loan Policy

Maryland National Bank, a national banking association ("MNB"), as Officer successor to Equitable Bank, N. A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990 approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Controller of Currency on July 1, 1990.

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

MNB DAH
0877704-9001-190517 A.A.COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This

Statement refers to original Financial Statement, Identifying File Number #231313 recorded
in Liber 422, Folio 439 on 2/22/80 (date).

NAME AND ADDRESS
OF DEBTOR:

JOHN D. COPANOS & SONS, INC.
6110 Robinwood Road
Baltimore, Maryland 21225

NAME AND ADDRESS
OF SECURED PARTY:

THE EQUITABLE TRUST COMPANY
Calvert and Fayette Streets
Baltimore, Maryland 21202

DJ

RECORD FEE 10.00
POSTAGE .50
#288790 LABR REC 111:40
12/10/91
MARY H. ROSE
AG. CO. CIRCUIT COURT

Check mark below indicates the type and kind of Statement made hereby
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below (Signature of Debtor is required)
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

1000

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL
BANK successor by merger to the
EQUITABLE BANK, NATIONAL ASSOCIATION
successor by merger to THE EQUITABLE
TRUST COMPANY

BY: *[Signature]*

Title: *[Signature]*
Loan Policy Officer

Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N. A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990 approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Controller of Currency on July 1, 1990.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

MNB DAH 0877704-9001-190513 A.A.COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code This Statement refers to original Financial Statement, Identifying File Number # 231314 recorded in Liber 422, Folio 441 on 2/22/80 (date).

NAME AND ADDRESS OF DEBTORS:

DANASCO, LTD. 6110 Robinwood Road Baltimore, Maryland 21225

NAME AND ADDRESS OF SECURED PARTY:

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202

RECORD FEE 10.00 POSTAGE .50 4223800 0499 212 711:41 12/10/91 MARY H. ROSE MD CO. CIRCUIT COURT

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

- 3. [X] CONTINUATION The original Financing Statement referred to above is still effective
4. [X] TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
5. [] ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [] AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below (Signature of Debtor is required)
7. [] RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

10.00 10

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL BANK successor by merger to the EQUITABLE BANK, NATIONAL ASSOCIATION successor by merger to THE EQUITABLE TRUST COMPANY

BY:

Title:

Shelly T. Elsezy Loan Policy officer Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N. A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990 approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Controller of Currency on July 1, 1990.

FINANCING STATEMENT

DJ

To be filed among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Amended and Restated Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$2,000,000.00. Recordation taxes on principal indebtedness of \$1,600,000.00 have been paid to the Clerk of the Circuit Court for Anne Arundel County, Maryland at the time of recordation of the deed of trust instruments consolidated by that certain Consolidated Deed of Trust, Assignment of Rents and Security Agreement, dated November 12, 1980 (the "Consolidated Deed of Trust"), which Consolidated Deed of Trust has been amended and restated by the aforesaid Deed of Trust of even date herewith.

NAME OF DEBTOR

Dickinson Associates,
a Maryland partnership

ADDRESS OF DEBTOR

P.O. Box 8770
Baltimore-Washington
International Airport
Baltimore, Maryland 21240
Attention: F. L. Wilson

NAME OF SECURED PARTY:

The Manufacturers Life
Insurance Company

ADDRESS OF SECURED PARTY:

200 Bloor Street East
Toronto, Ontario, Canada M4W 1E5
Attention: U. S. Mortgage Department

RECORD FEE 19.00
POSTAGE .50
ELECTRONIC CASE #02 114159
12/10/91
MARY H. ROSE
CLERK OF CIRCUIT COURT

1900
11/25

1. This Financing Statement covers all of Debtor's right, title and interest in and to the following items of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 - A. All building materials, building improvements (whether now existing or hereafter constructed), furniture, fixtures, machinery and equipment and all other tangible personal property of every kind and nature whatsoever (collectively, the "Tangible Property") now or hereafter located on, contained in or upon, or attached to the land described in Exhibit A attached hereto (the "Land") or to the improvements now existing or hereafter constructed thereon (the "Improvements"). Tangible Property shall include, without limitation, all plumbing, heating and lighting apparatus, mantels, floor coverings, furnishings, fittings, draperies, shades, screens, windows, doors, awnings, shrubbery, plants, boilers, tanks, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, antennas, signs, billboards, pipes, pumps, conduits, partitions, ducts, telephone switchboards and equipment, elevators, escalators, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, heating, air conditioning, air cooling, ventilation, incinerating, sprinkling, fire prevention or extinguishing equipment or other equipment of any kind and nature.
 - B. All books, records, contracts, agreements, surveys, plats, plans and specifications, drawings, leases and all other documents now and hereafter owned by Debtor relating in any manner to the Land or the construction or use of the Improvements.
 - C. All leases, now existing or hereafter entered into, of the Land or Improvements, and all earnings, revenues, rents, issues, profits, proceeds and other income derived from the sale, lease, licensing or other use of the Land or Improvements.

- D. All construction contracts, sales contracts, public works agreements, security deposits, bonds, contract rights, options, licenses, permits, authorizations, rights to property tax refunds, deposits, return of insurance premiums, charges or fees, and all other intangible personal property relating to the ownership, possession, transfer or use of the Land or Improvements.
- E. All awards, payments, judgments, proceeds, settlements and all other compensation, including interest thereon and the right to receive the same, heretofore and hereafter made by reason of (i) a permanent or temporary taking, or threatened taking, under eminent domain of the whole or any part of the Land, the Improvements, or any rights appurtenant thereto, including any awards or payments for use or occupation of the Land or Improvements or for the alteration of the grade of any street, (ii) any other injury to or decrease in value of the Land, the Improvements, or any rights appurtenant thereto, or (iii) any costs, fees or expenses incurred in connection with (i) or (ii) above.
2. The above described goods, properties, interests and rights are located at, are affixed to or relate to the land and improvements now or hereafter existing thereon, located at 6704 Curtis Road, Anne Arundel County, Maryland, as more fully described in Exhibit A attached hereto and in the Deed of Trust, said Deed of Trust constituting the security agreement to this secured transaction.

Dated: December 4th, 1991

DICKINSON ASSOCIATES,
a Maryland partnership

By: Dickinson Group I Partnership
Partner

By:  (SEAL)
F. L. Wilson
Partner

EXHIBIT A

BEGINNING FOR THE SAME at a point on the northeast side of Curtis Court located 209.39 feet as measured southeasterly from the south end of the gusset line connecting the northeast side of Curtis Court and the southeast side of Curtis Drive and being point "869" as shown on "Plat 1 Section 1 Baymeadow" recorded among the Land Records of Anne Arundel County in Plat Book 45, page 6, (1) North 61 degrees 38 minutes 10 seconds East 603.75 feet to intersect the twenty-seventh or North 29 degrees 58 minutes 10 seconds West 674.65 foot line of the property conveyed by Anne Arundel County, Maryland to Dickinson Associates by Deed dated June 20, 1972 and recorded among said Land Records in Liber M.S.H. No. 2497, folio 579; thence binding reversely on part of said twenty-seventh and part of the twenty-sixth lines of said conveyance (2) South 29 degrees 58 minutes 10 seconds East 171.25 feet and (3) South 54 degrees 46 minutes 20 seconds East 191.83 feet, thence (4) South 61 degrees 38 minutes 10 seconds West 764.63 feet and (5) North 29 degrees 05 minutes 40 seconds West 253.36 feet to the southeast side of Curtis Court, thence binding thereon northeasterly by a curve to the left with the radius of 70.00 feet, the distance of 137.16 feet, the chord of said arc being North 11 degrees 09 minutes 58 seconds East 116.25 feet to the place of beginning.

CONTAINING 5.3896 acres of land.

BEING KNOWN AND DESIGNATED as Lot No. 8 as shown on a Plat entitled "Amended Plat - Lot 8 - BAYMEADOW - Part of Plat 2, Section 4 & Resubdivision of Portion of Plat 1, Section 1 - BAYMEADOW", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 71, page 16.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY.
15th Floor
World Trade Center
Baltimore, Maryland 21202

1910568

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at Clerk of the Circuit Court of Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, identifying File No. 266516 recorded in Liber 509 Follo 396 on 3-11-87 at Anne Arundel County

1. DEBTOR(S): Baltimore Clay Products Co., Inc. ADDRESS(ES): 1739 Nursery Road Linthicum, MD 21090-2992 MARYLAND NATIONAL BANK P. O. BOX 17008 BALTO., MD 21202 2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: ADDRESS: MAILSTOP: 09 01 45; P.O. Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective. 4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. 6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. Not subject to Recordation Tax. b. Subject to Recordation Tax on an initial debt in the principal amount of \$. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to . 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

* * * Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.

DEBTOR(S): (Signature necessary only if Item 6 is applicable)

SECURED PARTY: Maryland National Bank ***

BY: (SEAL)

BY: Janis McLennan (SEAL)

BY: (SEAL)

Janis McLennan, Title Clerk (Type Name and Title)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail to

MARYLAND NATIONAL BANK P. O. BOX 17008 BALTO., MD 21202 J. McLENNAN MS: 090145

207-126 REV. 4/86

185

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$55,000.00
 If this statement is to be recorded in land records check here.

This financing statement Dated DECEMBER 5, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. *TAXES PAID AT STATE LEVEL*

1. DEBTOR

Name Waco, Inc.
 Address 5450 Lewis Road, Sandston, Virginia 23150

2. SECURED PARTY

Name Sovran Bank N. A.
 Address P. O. Box 27025, Richmond, Virginia 23261

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Accounts Receivables, Inventory, Equipment as described in the attached Sch. A, located at 4407 Theodore Green Blvd and P. O. Box 445. White Plains, MD 20695
 7520 Conelley Dr Suite D Hanover, MD 21076

Name and address of Assignee

RECORD FEE 1.10
 RECORD FEE 7.70
 POSTAGE .50
 4010660 0000 ROS 11-4-91
 12/10/91
 MARY H. ROSE
 44 CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Waco, Inc.

BY: [Signature]
 (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sovran Bank N. A.
 BY: [Signature]
 (Signature of Secured Party)

Sue Ellen Petchul, AVP
 Type or Print Above Signature on Above Line

11 58

Name Waco, Inc.
Street Address 5450 Lewis Road
City Sandston State Virginia Zip Code 23150

whose Chief Executive office is located in the City/County of Henrico (the "Debtor"), hereby grants to Sovran Bank, N. A., a national banking association, with its principal office at 1111 East Main Street, Richmond, Virginia 23219 (the "Bank"), a security interest in the following described collateral:

COLLATERAL (check appropriate boxes)

Each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired, including, without limitation, the following:

(which accounts, receivables, contract rights, leases, chattel paper and other rights are sometimes hereinafter referred to as "Accounts"), and all proceeds of said Accounts; and

All of the Debtor's goods held for lease or sale or being processed for lease or sale, all raw materials, work in process, finished goods, packaging materials, and all other materials and supplies used or consumed in the Debtor's business, and all other inventory, whether now owned or hereafter acquired, of every nature, type and description, including, without limitation, the following:

(which property is sometimes hereinafter referred to as "Inventory"), and all proceeds and products of said Inventory; and

All patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (including all pending patents, trademarks, service marks and copyrights and all applications, materials, documents and other matter relating thereto), all inventions, and all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software, goodwill, choses-in-action, and all other general intangibles of every nature, type and description, whether now owned or hereafter acquired by the Debtor, including, without limitation, the following:

(which property is sometimes hereinafter referred to as "General Intangibles"), and all proceeds of said General Intangibles; and

All machinery, equipment, tools, furniture, all other tangible personal property of the Debtor of every nature, type and description (excluding "household goods" not in the Bank's possession, as that term is defined at 12 C.F.R. § 227.12, as it may be amended from time to time, if the indebtedness is for personal, family or household purposes), and all fixtures, together with all additions and accessions thereto and all replacement parts and substitutions therefor, and all similar property now owned or hereafter acquired by the Debtor, including, without limitation, the following property:

(which property is sometimes hereinafter referred to as "Equipment"), and all proceeds of said Equipment; and

All livestock of the Debtor, all increase thereof, all feed, both hay and grain owned by the Debtor, all water privileges, all equipment used in feeding and handling said livestock, and all the Debtor's right, title and interest in and to all contracts and leases covering lands for pasture and grazing purposes, whether now owned or hereafter acquired by the Debtor, including, without limitation, the following:

(all of which is sometimes hereinafter referred to as "Livestock"), and all proceeds and products of said Livestock; and

Other

(all of which is sometimes hereinafter referred to as "Other Collateral"), and all proceeds thereof.

(The Accounts, Inventory, General Intangibles, Equipment, Livestock, and Other Collateral, or such as are checked above, including all instruments, documents, securities, cash, property and the proceeds of any of the foregoing, owned by the Debtor or in which the Debtor has an interest, which now or hereafter are at any time in the possession or control of the Bank or in transit by mail or carrier to or from the Bank or in the possession of any third party acting on behalf of the Bank, without regard to whether the Bank received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Bank had conditionally released the same, and any deposit accounts of the Debtor with the Bank against which the Bank may exercise its right of setoff, are hereinafter collectively referred to as the "Collateral.") Proceeds of the Collateral shall include any proceeds of insurance against fire or physical damage, whether or not such policy shall contain an endorsement in favor of the Bank.

<input type="checkbox"/> TO BE	<input type="checkbox"/> RECORDED IN	<input type="checkbox"/> SUBJECT TO	<input type="checkbox"/> RECORDING TAX
<input checked="" type="checkbox"/> NOT TO BE	<input checked="" type="checkbox"/> LAND RECORDS	<input checked="" type="checkbox"/> NOT SUBJECT TO	<input checked="" type="checkbox"/> ON PRINCIPAL
			AMOUNT OF
			\$ _____

PURCHASE MONEY FINANCING STATEMENT
(SECURED PARTY IS THE SELLER OF THE ASSETS)

1. Debtor(s) United Advance Corporation, Vivat Chuengviroj,
Vichien Chuengviroj, Somsak Attaset, and Chutumas
Attaset
6701 Ritchie Highway, Baltimore, MD 21061

1. Debtor(s): Address - Street City/County State Zip

2. Secured Party(ies) Scalley Corporation
Name(s)
1518 Ridgley Drive, Edgewater, Maryland 21037
Address - Street City/County State Zip

3. This Financing Statement covers the following types of property:
All assets now held and/or hereinafter acquired by Debtors including but not limited to all furniture, fixtures, equipment, inventory, and receivables used in the operation of the business purchased hereunder and located at 6701 Ritchie Highway, Glen Burnie, MD 21061.

4. If above described personal property is to be affixed to real property, describe real property.

6701 Ritchie Highway, Glen Burnie, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORDED FEE 15.00
POSTAGE .50
RECORDED COPY FOR FILING 12/10/91
MARY N. ROSE
HARCO. CIRCUIT COURT

DEBTOR(S):
UNITED ADVANCE CORPORATION
By: [Signature] President

SECURED PARTY(IES):
SCALLEY CORPORATION
By: Joseph F. Scalley, Jr. Pres.

[Signature]
VIVAT CHUENGVIROJ

[Signature]
VIVAT CHUENGVIROJ, Attorney-in-fact-for VICHIEU CHUENGVIROJ

[Signature]
SOMSAK ATTASET

[Signature]
CHUTAMAS ATTASET

TO THE FILING OFFICER: After this Statement has been recorded please mail same to:
Joseph F. Scalley, Jr., 1518 Ridgley Dr.,
Edgewater, Maryland 21037.

15 SD



STATE OF MARYLAND
BOOK 575 PAGE 183
FINANCING STATEMENT FORM UCC-1

Identifying File No. 285229

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Nov. 25, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Annapolis Internal Medicine
Address 14 Murray Avenue Annapolis, MD 21401

2. SECURED PARTY
Name G. E. Capital
Address 4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- one VERSYSS VS/1 Computer system with power backup
- one VERSYSS C321A Video Display Terminal
- five CSM/AT 386 PC Systems
- one P4320 Printer

Name and address of Assignee
RECORDED
INDEXED
12/10/91
MARYLAND
COURT

515131392-02

Not Subject to Recordation Tax
Equipment Lease does not create a security interest
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Richard I. Hochman, Esq. - Gen. Counsel
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Martha Auman - Documentation manager
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated November 7, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Monona Cellular Telephone Co., Inc.
Address 900 Bestgate Road, Suite 400, Annapolis, Maryland 21401

2. SECURED PARTY

Name NovAtel Finance, Inc.
Address 3355 Breckinridge Blvd., Suite 100, Duluth, Georgia 30136

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

DJ

See Exhibit A attached hereto

RECORD FEE 25.00
POSTAGE .00
RECORDED COPY NO. 71-4132
12/10/91
MARY N. ROSE

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit B attached hereto

6. This transaction is exempt from Recordation Tax. Principal amount of the debt is \$1,175,000.00.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

By Richard J. Donnelly
(Signature of Debtor)
Richard J. Donnelly
Vice President-Finance
Type or Print Above Name on Above Line

NovAtel Finance, Inc.

P. W. MITCHELL V.P. ANDREWSMAN
(Signature of Secured Party)
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

25 50

EXHIBIT A TO FINANCING STATEMENT

DEBTOR:

Monona Cellular Telephone Co., Inc.
900 Bestgate Road
Suite 400
Annapolis, Maryland 21401

SECURED PARTY:

NovAtel Finance, Inc.
3355 Breckinridge Blvd.
Suite 100
Duluth, Georgia 30136

COLLATERAL DESCRIPTION:

All of Debtor's right, title and interest in, to and under the following items and types of property described or referred to below, whether now owned or hereafter acquired by Debtor and whether now or hereafter existing (all of which being hereinafter collectively referred to herein as the "Collateral"):

(i) all real and personal property and fixtures of Debtor, wherever located, of every kind and description;

(ii) all Debtor's rights in and under the Construction Permit issued by the Federal Communications Commission ("FCC") to construct a cellular mobile telephone system in the Iowa-8 Rural Service Area, as defined by the FCC; and all Debtor's rights in and under all other licenses, consents, permits, authorizations and approvals of (i) the FCC, (ii) Iowa State Utilities Board, and (iii) any other Governmental Authority (as defined in the Loan and Security Agreement dated as of November 7, 1991 between Debtor and Secured Party (the "Agreement"));

(iii) all leases, licenses, permits or similar agreements or interests (whether existing or holdover; whether arising out of written, oral or implied agreements and whether held in the name of Debtor, any predecessor in interest to Debtor or any subsidiary or other affiliate or other division of Debtor or any such predecessor in interest), including, without limitation, all such leases, licenses, agreements or interests relating to any of Debtor's equipment or to any other Collateral, and all extensions, renewals, amendments and modifications thereof;

(iv) all equipment in all of its forms, wherever located, including, without limitation, all cellular telephone switching equipment, transmitters, antennas, mobile telephones, fixtures, leasehold improvements, tools, machinery, furniture,

files, books, records (including without limitation all records relating to the Collateral), and computer systems and programs, and all parts thereof and all accessions thereto;

(v) all inventory in all of its forms, wherever located, including, but not limited to, (a) all artwork, patterns and raw materials and work in process therefor, finished goods thereof, and supplies and materials used or consumed in the manufacture, production or use thereof, (b) goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (c) goods which are returned to or repossessed by the Debtor, and all accessories thereto and products thereof and documents therefor;

(vi) all accounts (including without limitation all accounts receivable), contract rights (including without limitation all subscriber contracts), chattel paper, instruments, general intangibles, documents and other obligations of any kind arising out of or in connection with the sale or lease of goods, the rendering of services or otherwise, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, documents or obligations;

(vii) any tradename, and the right to use and the right to transfer and deal with such tradename or any derivation of such name, together with all other trade or service names, trademarks, service marks, logos, and all patents, patent applications, copyrights, licensing agreements and royalty payments;

(viii) all bank accounts, monies, revenues, credits, claims, demands, goodwill and any claims or causes of action arising from or related to any transaction contemplated by any of the foregoing; and

(ix) all proceeds (including, without limitation, the proceeds of all insurance contracts covering any Collateral), additions and accessions of or to any and all of the Collateral and all substitutions and replacements therefor and, to the extent not otherwise included (a) all payments under insurance (whether or not the Lender is the loss payee thereof) or as a result of any seizure or condemnation, or under any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Collateral, (b) all rights of the Debtor to receive monies due and to become due under, pursuant to or in connection with any of the Collateral, (c) all claims of the Debtor for losses or damages arising out of or related to, or for any breach of any agreements, covenants, representations or warranties or any default by any other

person or entity under, any of the Collateral (without limiting any direct or independent rights of the Secured Party with respect thereto), and (d) the right of the Debtor to terminate any of the Collateral, to perform thereunder and to enforce and compel performance and otherwise exercise all rights and remedies thereunder, pursuant thereto or in connection therewith, including, without limitation, all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretion and to exercise all options and elections thereunder, pursuant thereto or in connection therewith.

96775

the following described real estate in Harrison County, Iowa:

A tract of land, designated as Parcel A, lying in the Northeast Quarter of the Southwest Quarter of Section 35, Township 80 North, Range 44 West of the 5th P.M., Harrison County, Iowa, containing 1.0 acres, more or less, more particularly described as follows: Commencing at the West quarter corner of Section 35 and assuming the East-West quarter line to bear South $89^{\circ}22'49''$ East; thence South $89^{\circ}22'49''$ East, a distance of 1702.58 feet; thence South, a distance of 826.04 feet to the point of beginning; thence South $28^{\circ}44'52''$ West along the Westerly line of an easement described and recorded in Deed Book 459, Page 587, a distance of 218.62 feet; thence South $89^{\circ}25'52''$ West, a distance of 175.0 feet; thence North $0^{\circ}34'08''$ West, a distance of 190.62 feet; thence North $89^{\circ}25'52''$ East, a distance of 282.04 feet to the point of beginning.

Grantor also grants a right of way and easement of ingress and egress 2 rods in width for roadway access to and from the above described Parcel A, more fully set forth in the Agreement recorded with this deed, the centerline of which right of way and easement is described as follows:

Beginning at a point which is 75.0' west of the northeast corner of a tract conveyed to American Telephone and Telegraph Company recorded in Book 459, Page 587, said northeast corner of which is marked by an iron stake set south $40^{\circ}37'$ west 1428.6' from the center of Section 35, Township 80, Range 44; thence north $29^{\circ}19'$ east 500.2 feet, thence north $3^{\circ}42'$ west 179.9 feet, thence north $6^{\circ}34'$ west 170.1 feet, thence north $12^{\circ}00'$ west 155.0 feet, thence north $2^{\circ}00'$ west 131.8 feet, thence east 891.5 feet to the terminal point, said terminal point being 16.5 feet south and 63.5 feet east of the center of said Section 35, EXCEPT, for that part which is located south of Parcel A.

Deed Recorded on August 7, 1991 at Book 544, page 325 of the Recorder of Deeds, Harrison County, Iowa.

EXHIBIT B Cont.

the following described real estate in Monona County, Iowa:

All that part of the South Half of the Southeast Quarter ($S\frac{1}{2}$, $SE\frac{1}{4}$) of Section Six (6), Township Eighty-three (83) North, Range Forty-five (45), West of the Fifth Principal Meridian (5th P. M.), County of Monona and State of Iowa, described as:

Commencing at the South Quarter ($S\frac{1}{4}$) corner of said Section 6-83-45, thence South $89^{\circ} 22' 00''$ East along the South line of the $SE\frac{1}{4}$ of Section 6-83-45, 1097.60 feet to the Point of Beginning; thence due North parallel with the West line of the $SE\frac{1}{4}$ of Section 6-83-45, 242.67 feet; thence South $89^{\circ} 22' 00''$ East 210.00 feet to the Westerly right-of-way line of the McCandless Inter-County Drainage District; thence along said right-of-way line South $02^{\circ} 38' 30''$ East 243.05 feet to the South line of the $SE\frac{1}{4}$ of Section 6-83-45, thence North $89^{\circ} 22' 00''$ West along said South line 221.10 feet to the Point of Beginning;

Tract contains 1.26 acres, including public road, and 1.09 acres excluding public road.

Note: The West line of the $SE\frac{1}{4}$ of Section 6-83-45 is assumed to bear due North.

Deed Recorded on September 11, 1991 at Book 105, page 144 of the Recorder of Deeds, Monona County, Iowa.

DJ

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: 1
(1) Debtor(s) (Last Name First) and Address(es): Mitchell, Ray G. 1517 Ritchie Highway Arnold, Maryland 21012	(2) Secured Party(ies) (Name(s) And Address(es): Delmar Studios, a division of Continental Graphics Corporation P.O. Box 1013 Charlotte, NC 28201-1013	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es): For Filing Officer	

RECORD FEE 13.00
 POSTAGE .50
 #88170 C489 ROS 110:25
 12/10/91
 HARRY H. ROSE
 34 CO. CIRCUIT COURT

(5) This Financing Statement Covers the Following types [or items] of property.
See Exhibit A attached hereto and incorporated by this reference for the list of Equipment covered by this Financing Statement.

On Farm Collateral Filing, Name County Debtor Resides in _____

Products of the Collateral Are Also Covered. (Cannot be Filed unless County is named.)

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____

Ray G. Mitchell
Ray G. Mitchell

(By) _____
 Standard Form Approved by N.C. Sec. of State

(By) *W. Ronald Dent* **VP Finance**
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

1300



ITEM	Make	SERIAL #	MODEL #	DATE Purc	Retail Pri	EST. VALUE
CAMERA	BRONICA SGA W/120 BACK & PRISM FINDER	8237749	122			\$1,500.00
CAMERA	BRONICA SGA W/120 BACK & PRISM FINDER					\$1,500.00
CAMERA	BRONICA SGA W/120 BACK & PRISM FINDER				\$2,229.20	\$1,500.00
CAMERA	BRONICA W/120 BACK & P-FINDER 90MM LENS	1250930	SGA	28-Feb-91	\$2,198.50	\$2,000.00
CAMERA	CAMERZ CLASSIC W/135 LENS & SHUTTER	2586				\$3,800.00
CAMERA	CAMERZ CLASSIC W/135 LENS & SHUTTER	4862				\$3,800.00
CAMERA	CAMERZ CLASSIC W/135 LENS & SHUTTER	3161				\$3,800.00
CAMERA	CAMERZ CLASSIC W/135 LENS & SHUTTER	33369051				\$3,800.00
CAMERA	CAMERZ CLASSIC W/135 LENS & SHUTTER	1026				\$3,800.00
CAMERA	CAMERZ CLASSIC W/175 LENS & SHUTTER	3343				\$3,800.00
CAMERA	CAMERZ SLR CAMERA W/105	1998	115			\$3,800.00
CAMERA	CAMERZ SLR CAMERA W/105	1697	115			\$2,500.00
CAMERA	CAMERZ Z11 CAMERA ZOOM W/46 MM BACK	264-001	Z11	15-Aug-91	\$4,447.92	\$4,447.92
CAMERA	FUJI 6X7 SW	7090078			\$850.00	\$800.00
CAMERA	FUJI 6X7 SW			1-Oct-91	\$850.00	\$800.00
CAMERA BODY	NIKON 8008 BODY WITH A-ZOOM 35-135 LENS	2003871	8008	10-Nov-99		\$1,000.00
CAMERA BODY	NIKON F3	1729090	F3			\$600.00
CAMERA BODY	NIKON F3 WITH MOTER DRIVE MD4	18322460	F3			\$900.00
CAMERA BODY	NIKON FM 2 BODY	7000510	FM2			\$400.00
CAMERA BODY	NIKON FM 2 BODY	2442996	FM			\$250.00
CAMERA BODY	NIKON FM 2 BODY	N7652443	FM2			\$300.00
FLASH UNIT	LUMEDINE 400/WS W/STANDARD HEAD	28192TP				\$450.00
FLASH UNIT	LUMEDYNE 400/WS W/STAND HEAD			30-Sep-91	\$600.00	\$500.00
LAMPHEAD	LUMEDINE (EXTRA HEAD)					\$100.00
LAMPHEAD	LUMEDINE (EXTRA HEAD)					\$100.00
LENS	BRONICA WIDE ANGLE					\$450.00
LENS	BRONICA WIDE ANGLE					\$450.00
LENS	NIKKOR 3.5 ZOOM (FITS NIKON)	220303				\$250.00
LENS	NIKOR LENS 43-86 ZOOM	868902				\$300.00
LENS	TAMRON 2.8 ZOOM 35-135 (FITS NIKON)	904209				\$300.00
LENS	TOKINA 2.8 (FITS NIKON) 35-70					\$250.00
LENS	TOKINA 80-200 ZOOM (FITS NIKON)	8405457				\$350.00
LIGHT	8050M PHOTOGENIC LIGHT	10398-09	8050M	4-Oct-91	\$161.20	\$150.00
LIGHT	8050M PHOTOGENIC LIGHT	10449-09	8050M	4-Oct-91	\$161.20	\$150.00
LIGHT	8050M PHOTOGENIC LIGHT	10331-07	8050M	11-Sep-91	\$161.20	\$150.00
LIGHT	8050M PHOTOGENIC LIGHT	11358-07	8050M	11-Sep-91	\$161.20	\$150.00
LIGHT	8050M PHOTOGENIC LIGHT	10314-07	8050M	24-Sep-91	\$161.20	\$150.00
LIGHT	8050M PHOTOGENIC LIGHT	10359-07	8050M	24-Sep-91	\$161.20	\$150.00
LIGHT	8050MA PHOTOGENIC LIGHT		8050MA	8-Oct-91	\$161.20	\$150.00
LIGHT	8050MA PHOTOGENIC LIGHT		8050MA	8-Oct-91	\$161.20	\$150.00
LIGHT METER	GOSSEN FLASH METER	2854248				\$100.00
LIGHT METER	GOSSEN FLASH METER	21311				\$100.00
LIGHT METER	GOSSEN FLASH METER	7A81165				\$100.00
LIGHT METER	GOSSEN FLASH METER	5C12536				\$100.00
LIGHT METER	GOSSEN FLASH METER	3804152				\$100.00
LIGHT METER	GOSSEN FLASH METER LUNA F	0D70515		11-Sep-91	\$244.91	\$244.91
MAGAZINE	CAMERZ Z11 (EXTRA MAG.)		Z11	30-Nov-91	\$580.00	\$580.00
MAGAZINE	PHOTO CONTROL/CAMREZ	28869	46MM-100FT			\$350.00
MAGAZINE	PHOTO CONTROL/CAMREZ	28878	46MM-100FT			\$350.00
MAGAZINE	PHOTO CONTROL/CAMREZ	27216	46MM-100FT			\$350.00
MAGAZINE	PHOTO CONTROL/CAMREZ	9069	46MM-100FT			\$350.00
MAGAZINE	PHOTO CONTROL/CAMREZ	20968	46MM-100FT			\$350.00
MAGAZINE	PHOTO CONTROL/CAMREZ	28098	46MM-100FT			\$350.00

Make	SERIAL #	MODEL #	DATE Purc	Retail Pri	EST.VALUE
MAGAZINE		PHOTO CONTROL/CAMREZ			
MAGAZINE	13453	70MM-100FT			\$400.00
MAGAZINE	13382	70MM-100FT			\$400.00
MAGAZINE	14567	46MM-100FT			\$350.00
MAGAZINE	17644	46MM-100FT			\$350.00
MAGAZINE	15933	46MM-100FT			\$350.00
MAGAZINE	28865	46MM-100FT			\$350.00
MAGAZINE	21618	46MM-100FT			\$350.00
MAGAZINE	221-146-	46MM-100FT	16-Oct-91	\$591.56	\$450.00
POWER PACK	BALCAR	BW24			\$800.00
POWER PACK	BALCAR	CE44			\$800.00
POWER PACK	NORMAN 200B	W/FLASH HEAD & CHARGER			\$350.00
POWER PACK	NORMAN 200B	W/FLASH HEAD & CHARGER			\$350.00
POWER PACK	NORMAN 200B	W/FLASH HEAD & CHARGER			\$350.00
POWER PACK	NORMAN 200B	W/FLASH HEAD & CHARGER			\$350.00
POWER PACK	NORMAN 200c	W/FLASH HEAD & CHARGER			\$500.00
POWER PACK	PHOTOGENIC 600	W/S	30-Dec-90		\$650.00
POWER PACK	PHOTOGENIC 600	W/S			\$650.00
POWER PACK	PHOTOGENIC 600	W/S			\$650.00
POWER PACK	PHOTOGENIC 600	W/S			\$650.00
POWER PACK	PHOTOGENIC 400	W/S			\$650.00
POWER PACK	PHOTOGENIC 400	W/S			\$650.00
POWER PACK	PHOTOGENIC P/PACK	CONVERT-800 W/S			\$500.00
POWER PACK	PHOTOGENIC P/PACK	CONVERT-800 W/S			\$500.00
POWER PACK	PHOTOGENIC P/PACK	CONVERT-800 W/S			\$500.00
POWER PACK	PHOTOGENIC P/PACK	CONVERT-800 W/S			\$500.00
POWER PACK	PHOTOGENIC P/PACK	CONVERT-800 W/S			\$500.00
SHUTTER	CAMERZ	(BACK UP SHUTTER)			\$250.00
SHUTTER	CAMERZ	(BACK UP SHUTTER)			\$250.00
SHUTTER	CAMERZ	(BACK UP SHUTTER)			\$250.00
SHUTTER	CAMERZ	(BACK UP SHUTTER)			\$250.00
SHUTTER	CAMERZ	(BACK UP SHUTTER)			\$250.00

\$67,022.83

285232

BOOK 575 PAGE 193

DJ

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
K & K CONSTRUCTION P.O. BOX 291 DEALE, MD 20751	FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235

RECORD FEE 11.00
POSTAGE .50
488180 C489 R02 T10726
12/10/91

For Filing Officer (Date, Time, Number and Filing Office)

MARY H. ROSE

3. This Financing Statement covers the following types (or items) of personal property:

AA CO, CIRCUIT COURT

(3) USED KUBOTA CW1336 COMMERCIAL MOWERS, SER.#'S 49010191, 49010196, 49010198.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax:

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY ADDITIONAL SALES CONTRACT"

Filed with:

K & K Construction
John H. [Signature] (owner)
K & K CONSTRUCTION
SIGNATURE OF DEBTOR

FORD NEW HOLLAND CREDIT CO.
NAME OF SECURED PARTY
[Signature]
CHRIS HANBURGER
PRINTED IN U.S.A.

11/00
50



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated October 10, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
 POSTAGE .50
 2022440 CARR R02 110153
 12/10/91
 MARY H. ROSE
 MD CO. CIRCUIT COURT

1. DEBTOR

Name George Barton Enterprises, Inc.
 Address 8449 Fort Smallwood, Riveria Beach, MD 21122

2. SECURED PARTY

Name Shell Oil Company
 Address 320 Interstate North Parkway, Atlanta, GA 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Secured Party in the seller

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

Name and address of Assignee

Anne Arundel County 219-7820-0158

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
 (Signature of Debtor)

George Barton Enterprises, Inc.
 Type or Print Above Name on Above Line

X *[Signature]*
 (Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

R. C. Estes, Territory Manager

Type or Print Above Signature on Above Line

1100
 10/11/91



STATE OF MARYLAND *219-5346-0165*
FINANCING STATEMENT FORM **575** PAGE **195** Identifying File No. **285234**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

DJ

This financing statement Dated October 10, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
 POSTAGE .50
 8288450 C489 R02 T10:53
 12/10/91
 MARY H. ROSE
 AA CO. CIRCUIT COURT

1. DEBTOR

Name S R B, Inc.
 Address 724 Nursery Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Shell Oil Company
 Address 320 Interstate North Parkway, Atlanta, GA 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

County: Anne Arundel County - 219-5346-0165

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
S R B, Inc.
 Type or Print Above Name on Above Line
BR Schuy Cres
 (Signature of Debtor)
BR SCHULZ
 Type or Print Above Signature on Above Line

(Signature of Secured Party)
R. C. Estes
 (Signature of Secured Party)
R. C. Estes, Territory Manager
 Type or Print Above Signature on Above Line

1100 30



FINANCING STATEMENT FORM UCC-1

Identifying File No. 285235

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAUL CARLOW DBA BAYSIDE INC
Address 1246 Mayo Rd Edgewater MD 21037

60838
RECORD FEE 13.00
POSTAGE .50
RECEIVED 12/10/91
MARY H. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Address Two Echelon Plaza, Suite 300 Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

security system as per attached equipment lease
equipment lease does not create a security interest

Name and address of Assignee

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Paul Carlow dba Bayside Inn
Lizabeth Leinmilller Attorney in fact

(Signature of Debtor)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADVANTA Leasing Corp/Liz Leinmilller, Clerk

(Signature of Secured Party)

Type or Print Above Signature on Above Line

B⁰⁰
50

THE AGREEMENT CONTINUES ON REVERSE SIDE

60838

CORPORATE HEADQUARTERS
Two Echelon Plaza
Voorhees, New Jersey 08043-1228

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

APPLICATION HOT LINE (800) 332-8331
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)					
4 - BURLE CCD CAMERAS, 2 - PANASONIC 12" B/W MONITORS, 1 - SIMULATED CAMERA AND HOUSING, 1 - LOUROE AUDIO SYSTEM, 1 - ROBOT QUAD SYSTEM WITH TIME/DATE GENERATOR, 1 - STANDARD VHS 8 HOUR RECORDER					
EQUIPMENT LOCATION (if other than Billing Address of Lessee)		CITY	COUNTY	STATE	ZIP
VENDOR'S NAME: CONTROL MNGMT SRVCS					

SCHEDULE OF RENTAL PAYMENTS			
TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
36	36	\$ 219.00 (Plus Applicable Taxes)	\$ 707.00
PAYMENT FREQ. <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		*Make check payable to ADVANTA Leasing Corp.	

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)

Company Name: PAUL CARLOW DBA BAYSIDE INN

Billing Address: 1246 MAYO ROAD

City: EDGEWATER County: ANNE ARUNDEL State: MARYLAND Zip: 21037

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature <input checked="" type="checkbox"/> <i>Paul Carlow</i>	Date 11/19/91	Telephone No. (301) 798-0201
Print Name PAUL CARLOW	Title OWNER	
Witness: <i>Mark Bl...</i>	Date 11/19/91	

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/> <i>Paul Carlow</i>	Date	SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/>	Date
PRINT Name PAUL CARLOW		PRINT Name	
Home Address 1248 MAYO ROAD		Home Address	
City EDGEWATER	State MARYLAND	City	State
Zip 21037		Zip	
WITNESS: <i>Mark Bl...</i>		WITNESS:	

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature <input checked="" type="checkbox"/> <i>Paul Carlow</i>	Date 11/19/91
Name PAUL CARLOW	Title OWNER

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

Title: *Bl...*

By: *Bl...* Date: 11/21/91 Lease #:

LEASE AGREEMENT CONTINUES ON REVERSE SIDE →

PARTIES

Debtor name (last name first if individual) and mailing address:

TAMMIE LYNN FAULKNER
1316 DEL RAY COURT
ODENTON MD 21113 1

Debtor name (last name first if individual) and mailing address:

KEITH DARRIN PARKS
1316 DEL RAY COURT
ODENTON MD 21113 1a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

CHESAPEAKE MOBILE HOMES, INC.

P.O. BOX 288
MILLERSVILLE MD 21108 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MOBILE HOMES, INC.
Chris Delteil - agent

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

285236

Filing No. (stamped by filing officer):

BOOK 575 PAGE 198

Date, Time, Filing Office (stamped by filing officer):

RECORD FEE 12.00
POSTAGE .50
#288490 0489 R02 T11:02
12/10/91
MARY H. ROSE 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1986 LIBERTY HOMES, INC.
14 X 70 SERIAL# 08L57102 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 TAMMIE LYNN FAULKNER
Tammie Lynn Faulkner
1a X KEITH DARRIN PARKS
Keith Darrin Parks

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

1200

PARTIES

Debtor name (last name first if individual) and mailing address:

JOHN H. EMIG
155 KONRAD MORGAN WAY
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:

VALORIE M. DONALDSON
155 KONRAD MORGAN WAY
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE MD 20613 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

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- a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s) (required only if box(es) is checked above):

ACCENT MOBILE HOMES
Chris Dellick - agent

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing

285237

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK 575 PAGE 199

RECORD FEE 12.00

POSTAGE .50

#288530 C489 R02 T11:10

12/10/91

MARY M. ROSE 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
 Prothonotary of _____ County.
 real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1978 ZIMMER HOMES CORP. WINDSOR
14 X 70 SERIAL# ZWI70148666 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

JOHN H. EMIG X [Signature]

VALORIE M. DONALDSON X [Signature]

1b RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

1200 30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

35

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#088560 C489 R02 T11:12
12/10/91
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name LANDMARK LANDSCAPE & MAINTENANCE

Address 1037 BULMAN, PASADENA, MD 21122

2. SECURED PARTY

Name ADVANCE ACCEPTANCE CORPORATION

Address 13755 1ST AVE. N, PLYMOUTH, MN 55441

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) GIANT VAC 11 HP LEAF BLOWER
- (1) 8 HP WALK-BEHIND VACUUM

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Tim Lovell

Type or Print Above Name on Above Line

(Signature of Debtor)

LANDMARK LANDSCAPE & MAINTENANCE

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ADVANCE ACCEPTANCE CORPORATION

Type or Print Above Signature on Above Line

1100
30



DJ

285251

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
CONCURRENT COMPUTER CORPORATION
106 Apple Street
Tinton Falls, NJ 07724
Attn: James McCloskey

2. Secured Party(ies) and address(es)
THE FEDERAL DEPOSIT INSURANCE CORPORATION as receiver of New Bank of New England, as Agent
28 State Street
Boston, MA 02019

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to all accounts, general intangibles, instruments, inventory, intellectual property, equipment and all other property, all as more particularly described on Schedule 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

AMB 3780

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: Anne Arundel County, Maryland

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 10

CONCURRENT COMPUTER CORPORATION
By: *Michael Cate*
Signature(s) of Debtor(s)

THE FEDERAL DEPOSIT INSURANCE CORPORATION,
as Agent, by RECOLL Management Corp.,
its attorney-in-fact
By: *Mark A. Halling*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

DEBTOR: CONCURRENT COMPUTER CORPORATION
106 Apple Street
Tinton Falls, NJ 07724
Attention: James McCloskey

SECURED PARTY: THE FEDERAL DEPOSIT INSURANCE CORPORATION as
receiver of New Bank of New England, N.A.,
as assignee of The Federal Deposit
Insurance Corporation as receiver of Bank
of New England, N.A., as Agent

c/o RECOLL Management Corporation
28 State Street
Boston, MA 02102
Attention: Martin A. Healey, III

The property covered by the Financing Statement to
which this Schedule 1 is attached (the "Collateral") is all of
the Debtor's right, title and interest in, to and under the
following:

(a) All accounts and general intangibles (each as
defined in the Uniform Commercial Code) of the Debtor
constituting any right to the payment of money, including
(but not limited to): (i) all moneys due and to become due
to the Debtor in respect of any loans or advances or for
Inventory or Equipment or other goods sold or leased or for
services rendered, all moneys due and to become due to the
Debtor under any guarantee (including a letter of credit) of
the purchase price of Inventory or Equipment sold by the
Debtor and all tax refunds (such accounts, general
intangibles and moneys due and to become due being herein
called collectively "Accounts"), and (ii) all other rights
of the Debtor to the payment of money, including, without
limitation, amounts due from its subsidiaries or affiliates,
wherever located, all tax refunds of every kind and nature
including loss carryback refunds, refunds due in respect of
any pension plans funded by the Debtor, insurance proceeds,
amounts due under factoring agreements, all rights to
deposits or advance payments and all rights to receive
payments under the Swap Agreement;

(b) all instruments, chattel paper or letters of
credit (each as defined in the Uniform Commercial Code)
evidencing, representing, arising from or existing in
respect of, relating to, securing or otherwise supporting

Schedule 1 to UCC-1 Financing Statement

the payment of, any of the Accounts or any other obligation of any Person, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(c) all inventory (as defined in the Uniform Commercial Code) of the Debtor (including (but not limited to) all raw materials, parts, components, supplies, goods or work-in-process), all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory"); without limitation, the term "Inventory" includes goods of the following types (but in each case solely to the extent of the Debtor's right, title and interest therein): high performance 32-bit minicomputer systems, microprocessor-based systems, super minicomputers, UNIX® operating systems, ETHERNET® systems, MULTIBUS® and standard buses, VLSI CPU devices, processors, circuit boards, board testers, sheet metal parts, cabinets, computer hardware terminals, processors, keyboards, transceivers, workstations, controllers, manuals; all field service test products, including all printed circuit board test systems and 2600 line of systems testers; all modifications, improvements, and developments of the foregoing, and any like or similar products; all work in process for the manufacture thereof; and all goods, merchandise, raw materials, parts, components and supplies used or held for use in the manufacture, maintenance or repair of the foregoing;

(d) all Intellectual Property and all other accounts or general intangibles (each as defined in the Uniform Commercial Code) of the Debtor not constituting Intellectual Property including, without limitation, all goodwill, Patents (together with the inventions described therein, all reissues and extensions thereof, and all claims for damages by reason of past infringements of the patents with the right to sue for and collect said damages and the right to collect all royalties under any license agreements whether now or hereafter granted), Trademarks (together with the goodwill of the Debtor symbolized by the Trademarks, the registration of the Trademarks with the United States Patent and Trademark Office and all claims for damages by reason of past infringements of the Trademarks with the right to sue for and collect said damages and the right to collect royalties under any license agreements whether now or hereafter granted), service marks, trade names, Copyrights (and the goodwill of the Debtor associated with such service marks, trade names and Copyrights); all applications for the

Schedule 1 to UCC-1 Financing Statement

foregoing; and all trade secrets and rights in proprietary information of the Debtor;

(e) all equipment (as defined in the Uniform Commercial Code) of the Debtor, including all Motor Vehicles and all office furniture and equipment, hardware packages (including computers, peripherals, terminals, work stations and related items), laboratory equipment, and all machinery and equipment used or intended for use in the manufacture, maintenance or repair of Inventory, and all additions to or substitutions therefor (herein collectively called "Equipment");

(f) each contract and other agreement of the Debtor relating to the sale or other Disposition of Inventory or Equipment;

(g) all documents of title (as defined in the Uniform Commercial Code) or other receipts of the Debtor covering, evidencing or representing Inventory or Equipment;

(h) all rights, claims and benefits of the Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(i) all shares of voting capital stock of each Foreign Subsidiary (other than CNC) now or hereafter owned by the Debtor (but solely to the extent that all shares of voting capital stock of each such Foreign Subsidiary not organized under the laws of the United States or any state thereof and pledged to the Secured Party under the Pledge Agreements do not, in the aggregate, exceed 66% of the total voting stock of each such Foreign Subsidiary) and all shares of non-voting capital stock of each such Foreign Subsidiary now or hereafter owned by the Debtor, in each case together with the certificates evidencing the same (collectively, the "Pledged Stock");

(j) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock (but in any event solely to the extent that all shares

Schedule 1 to UCC-1 Financing Statement

of voting capital stock of each Foreign Subsidiary (other than CNC) not organized under the laws of the United States or any state thereof and pledged to the Secured Party under the Pledge Agreements do not, in the aggregate, exceed 66% of the total voting stock of such Foreign Subsidiary);

(k) in the event of any consolidation or merger in which any Foreign Subsidiary (other than CNC) that is the subject of such consolidation or merger is not the surviving corporation (unless such surviving corporation formed by or resulting from such consolidation or merger (the "Successor") is the Debtor itself), all shares, if any, held by the Debtor of non-voting capital stock of the Successor and all shares, if any, held by the Debtor of voting capital stock of the Successor (but, if the Successor is not organized under the laws of the United States or any state thereof, solely to the extent that all shares of voting capital stock of the Successor pledged to the Secured Party under the Pledge Agreements do not, in the aggregate, exceed 66% of the total voting stock of the Successor);

(l) upon the satisfaction of all conditions to the pledge of the CNC Stock Collateral by the Debtor to the Secured Party under the terms of the Amended Security Agreement, the CNC Stock Collateral;

(m) each contract and other agreement of the Debtor (other than the CNC Shareholders Agreement) relating to the Disposition of all or any portion of the CNC Stock Collateral;

(n) all Proceeds of any Disposition of all or any portion of the CNC Stock Collateral;

(o) the balance from time to time in all collateral accounts of the Debtor, including all Permitted Investments held therein;

(p) all other tangible and intangible property of the Debtor (but excluding, except as expressly set forth in the Amended Security Agreement and the Pledge Agreements, the Debtor's ownership interest in the shares of stock of the Foreign Subsidiaries and the Debtor's interest in the Westford Facility), including, without limitation, all Proceeds, products, offspring, rents, profits, income, benefits, accessions, substitutions and replacements of and to any of the property of the Debtor described in clauses (a) through (o) above (including, without limitation, any Proceeds of insurance thereon), and, to the extent related to any property described in said clauses or

Schedule 1 to UCC-1 Financing Statement

such Proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer programs, computer runs, computer disks and allotted election data processing materials, engineering drawings, software packages, and writings of the Debtor or in which the Debtor has an interest and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor; and

(q) all Proceeds of the foregoing.

As used herein, the following terms shall have the following respective meanings:

"Amended Credit Agreement" shall mean the Amended and Restated Credit Agreement dated as of October 11, 1991 between the Debtor, the Secured Party and the lenders party thereto, as amended, modified and supplemented and in effect from time to time.

"Amended Security Agreement" shall mean the Amended and Restated Security Agreement dated as of October 11, 1991 between the Debtor and the Secured Party, as amended, modified, and supplemented and in effect from time to time, which Agreement provides for, inter alia, a pledge by the Debtor to the Secured Party of all or a portion of the Debtor's ownership interest in CNC upon the satisfaction of certain conditions contained therein.

"CNC" shall mean Concurrent Nippon Corporation, a Japanese corporation.

"CNC Shareholders Agreement" shall mean the Shareholders Agreement dated as of April 28, 1989, as amended, between the Company and Nippon Steel Corporation, as the same shall be further amended, modified, supplemented and in effect from time to time.

"CNC Stock Collateral" shall mean, collectively:

(a) all shares of voting capital stock of CNC now or hereafter owned by the Debtor (but in any event solely to the extent that all shares of voting capital stock of CNC pledged to the Secured Party under the Amended Security Agreement do not, in the aggregate, exceed 66% of the total voting capital stock of CNC) and all other shares of non-voting capital stock of CNC now or hereafter owned by the

Schedule 1 to UCC-1 Financing Statement

Debtor, in each case together with the certificates evidencing the same (collectively, the "CNC Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the CNC Stock, or representing a distribution or return of capital upon or in respect of the CNC Stock, or resulting from a split-up, revision, reclassification or other like change of the CNC Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the CNC Stock (but in any event solely to the extent that all shares of voting capital stock of CNC pledged to the Secured Party under the Amended Security Agreement do not, in the aggregate, exceed 66% of the total voting capital stock of CNC); and

(c) in the event of any consolidation or merger in which CNC is not the surviving corporation (unless such surviving corporation formed by or resulting from such consolidation or merger (the "CNC Successor") is the Debtor itself), all shares, if any, held by the Debtor of non-voting capital stock of the CNC Successor and all shares, if any, held by the Debtor of voting capital stock of the CNC Successor (but, if the CNC Successor is not organized under the laws of the United States or any state thereof, solely to the extent that all shares of voting capital stock of the CNC Successor pledged to the Secured Party under the Amended Security Agreement do not, in the aggregate, exceed 66% of the total voting stock of the Successor).

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by the Debtor. Notwithstanding the foregoing, the Copyright Collateral does not and shall not include any Copyright which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Copyright Collateral.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Disposition" shall mean any sale, assignment, lease, transfer or other disposition of any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible ("Property") (whether now owned or hereafter acquired) by the Debtor or any of its Subsidiaries to any Person excluding the sale,

Schedule 1 to UCC-1 Financing Statement

assignment, lease, transfer or other disposition of any Property sold, assigned, leased, transferred or otherwise disposed of in the ordinary course of business and on ordinary business terms, but excluding any Equity Issuance (as such term is defined in the Amended Credit Agreement).

"Foreign Subsidiary" shall mean each Subsidiary of the Debtor not organized under the laws of the United States of America or any state thereof or that conducts substantially all of its business activities outside the United States, including, without limitation, Concurrent Computer Far East Pte. Ltd., Concurrent Computer Hispania S.A., Concurrent Computer GmbH, Concurrent Computer Corporation Pty. Ltd., Concurrent Computer Ireland, Inc., Concurrent Computer Hong Kong Limited, Concurrent Computer Corporation (France), Concurrent Computer Corporation (Asia), Concurrent Computer Nederland B.V., Concurrent Computer Canada, Inc., Concurrent Computer Belgium S.A., Concurrent Computer New Zealand Limited, Concurrent Computer Italia, S.r.l., CNC and Concurrent Computer Holding Company Ltd.

"Intellectual Property" shall mean all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Debtor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Debtor in respect of any of the items listed above. Notwithstanding the foregoing, "Intellectual Property" does not and shall not include general intangibles or other Property which is now or hereafter held by the Debtor to the extent that such items are not assignable or capable of being encumbered without

Schedule 1 to UCC-1 Financing Statement

the consent of the licensor or other Person under any applicable license or other agreement or as a matter of law or to the extent any such assignment or encumbrance would breach, or result in a default under, any applicable license or other agreement, but "Intellectual Property" does include such items to the extent that the provisions of such license or agreement requiring such consent or containing such prohibition are not enforceable.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by the Debtor. Notwithstanding the foregoing, the Patent Collateral does not and shall not include any Patent which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Patent Collateral.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Person" shall mean any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

"Permitted Investments" shall mean, for any Person:
(a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or of any agency thereof, in either case maturing not more than 90 days from the date of acquisition thereof by such Person;
(b) certificates of deposit issued by: (i) any bank or trust company organized under the laws of the United States of America or any state thereof or of the United Kingdom of Great Britain, the Federal Republic of Germany, the Republic of France or Japan and having capital, surplus and undivided profits of at least \$500,000,000 (or the US dollar equivalent thereof), maturing not more than 90 days from the

Schedule 1 to UCC-1 Financing Statement

date of acquisition thereof by such Person; and
(c) commercial paper rated A-1 or better or P-1 by Standard & Poor's Corporation or Moody's Investors Services, Inc., respectively, maturing not more than 90 days from the date of acquisition thereof by such Person.

"Pledge Agreements" shall mean those certain Pledge Agreements dated as of November 14, 1991 between the Debtor and the Secured Party, each as amended, modified and supplemented and in effect from time to time, relating to the Debtor's pledge of the portion of its ownership interest in the Foreign Subsidiaries to the Secured Party specified therein.

"Proceeds" shall mean "proceeds", as such term is defined in Section 9-106(1) of the Uniform Commercial Code and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) all judgments in favor of the Debtor in respect of the Collateral, (d) any cash, securities and other property received under any reorganization, liquidation or adjustment of debt of the Debtor or any issuer of or obligor on any of the Collateral, and (e) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Swap Agreement" shall mean the Interest Rate and Currency Exchange Agreement dated as of August 18, 1988 between the Debtor and Barclays Bank PLC, as the same shall be modified and supplemented and in effect from time to time.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by the Debtor. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all

Schedule 1 to UCC-1 Financing Statement

renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of New York from time to time.

"Westford Facility" shall mean the Debtor's facility in Westford, Massachusetts, excluding any leasehold interest in the underlying property.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DJ

285239

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s): Winged Vision, Incorporated
 Address(es): 2135 Espey Court, Suite 4
 Crofton, Maryland 21114

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: LDRU 250603
 Address: 100 South Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Winged Vision, Incorporated
 By: X *[Signature]* PRESIDENT (Seal)

By: X _____ (Seal)

Return To: _____ (Seal)

LSU Team 2 Mailstop 250625
 Maryland National Bank
 100 S. Charles Street
 Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

RECORD FEE 11.00
 RECORD TAX 175.00
 POSTAGE .50
 #285239 CASE #02 111336
 12/10/91
 MARY H. ROSE
 MD CO. CIRCUIT COURT

11.50
175.00

SCHEDULE A

This Schedule A is attached to and made a part of a Security Agreement by and between Maryland National Bank and Winged Vision, Incorporated

Section 1.1, Collateral Description continued

- HK-335P Camera Head Less Lens & Cam Adaptor
- HK-355P Camera Head, Serial #
- 1.5" Viewfinder
- Tripod Mounting Plate
- Test Extender, Unit Extractor Tool, Unit Adjust Bar and Fuse
- Parts Case, Carrying Case and Service Manual
- HL-95-OP-2-C CA-95C New Camera Head Adaptor
- CA-95C Camera Head Adaptor
- Module Extender Card for CA-95C
- Battery Bracket with Protection Plate
- Two (2) HL-55-OP-3-7-3 10M Remote Control Cable for RM-10
- Lax Control #T-091991-14

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Winged Vision, Incorporated

By: X *Robert Mikkelson* (SEAL)
Name: Robert Mikkelson
Title: President (SEAL)

By: X _____ (SEAL)
Name: _____
Title: _____ (SEAL)



12.50

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

(D)

5. Debtor(s) Name(s): Morgan W. Wayson, Jr.
Janet L. Wayson

Address(es): 120 Owensville Road
West River, MD 20778

RECORD FEE 12.00
POSTAGE .50
ROBERTSO GARR R02 111:38
12/10/91
MARY H. ROSE
BA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Kathy Tefft

Address: 100 S. Charles Street
Baltimore, Maryland 21201

7. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property ("Collateral") and (a) all present and future substitutions, replacements, appurtenances, accessions relating to any of the following; (b) all of the Debtor's books and records; and (c) all proceeds (cash and non-cash, including Insurance proceeds) and products of all of the following in any form whatsoever.

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash; and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever; all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper; all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for the benefit of each Debtor; and all rights of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes; all property in or on which any of the foregoing is stored or maintained; and all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory; and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to any of the foregoing; all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors:

Morgan W. Wayson, Jr. (Seal) _____ (Seal)

Janet L. Wayson (Seal) _____ (Seal)

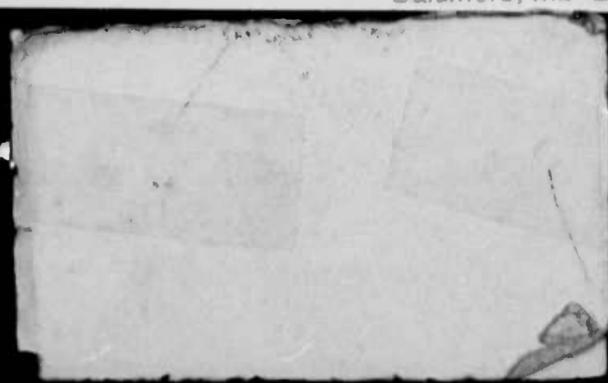
(Seal) _____ (Seal)

(Seal) _____ (Seal)

Return To:
LSU Team 4 Mailstop 250627
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Mr Clerk: Please return to the address set forth in paragraph 6 above.

12.50



SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Morgan W. Wayson, Jr. and Janet L. Wayson

Section 7, Collateral Description continued

Security Trust-Investment Trust Account #8301582

05. 24

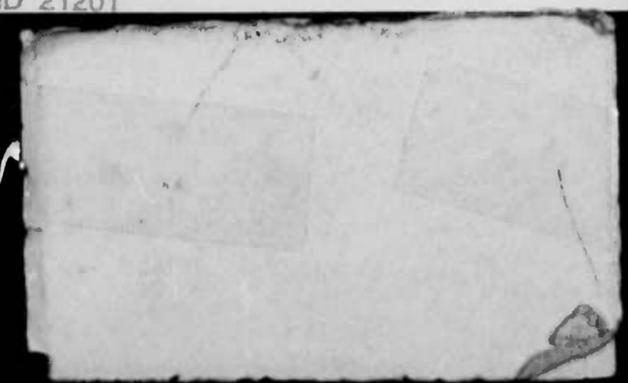
Morgan W. Wayson, Jr. (SEAL)
Morgan W. Wayson, Jr.

Janet L. Wayson (SEAL)
Janet L. Wayson

(SEAL)

(SEAL)

Return To:
LSU Team 4 Mailstop 250627
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201



UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271390

RECORDED IN LIBER 522 FOLIO 309 ON 1/25/88 (DATE)

DJ

1. DEBTOR

Name William Forthofer
Address 1993 Moreland Parkway, Suite 204, Annapolis MD 21401

RECORD FEE 10.00
POSTAGE .50
NOV 29 10 48 AM '91
12/10/91

2. SECURED PARTY

Name S M Christhif & Son, inc.
Address Timonium Road & Harrisburg Expressway, Timonium MD 21093

MARY H. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes 'CHECK FORM OF STATEMENT' label and 'Assignee of Secured Party' information.

18419 DB 1007440-11

Dated November 18, 1991

The CIT Group/Equipment Financing, Inc.
(Signature of Secured Party)
Robert F. McKenna
Portfolio Specialist
Type or Print Above Name on Above Line

1000



DJ

FINANCING STATEMENT

- 1. _____ To Be Recorded in the Land Records of Anne Arundel County.
- 2. X To Be Recorded among the Financing Statement Records of Anne Arundel County.
- 3. _____ Not Subject to Recordation Tax.
- 4. X Subject to Recordation Tax on an initial debt in the principal amount of \$46,482.20. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor Name	Address	RECORD FEE 15.00 POSTAGE .50 449450 0189 002 12:58 12/10/91 MARY H. MOORE CLERK OF CIRCUIT COURT
James H. Morgan, III Cheryl Legum Morgan	108 Old Solomons Island Road, Annapolis, Maryland 21401	

6. Secured Party	Address	
First National Bank of Maryland	18 West Street Annapolis, Maryland 21401	

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

1800
1850



C. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and on-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

(SIGNATURES BEGIN ON NEXT PAGE)

DEBTOR:

SECURED PARTY:

FIRST NATIONAL BANK OF
MARYLAND

James H. Morgan III (SEAL)
JAMES H. MORGAN, III

BY: Stephanie P. Yancy (SEAL)
STEPHANIE P. YANCY, Vice-
President

Cheryl Legum Morgan (SEAL)
CHERYL LEGUM MORGAN

Address where Collateral will be located:

108 Old Solomons Island Road, Annapolis, Maryland 21401

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal
Chartered
P.O. Box 2400
Annapolis, Maryland 21404

KC\DAILY\MORGAN.FIN-10/30-12:00

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT "A"

Unit numbered and lettered U-1, in Building No. 1, in the Plan of Condominium Subdivision known as "ARUNDEL PLAZA CONDOMINIUM", as the same is recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 1, at Plats 13 and 14, and as established as "ARUNDEL PLAZA CONDOMINIUM", per Declaration and By-Laws dated December 30, 1974, and recorded in Liber 2728 at folio 5, et seq., among the Land Records of Anne Arundel County, Maryland. Subject to covenants, conditions, restrictions, limitations, agreements, and easements of record.

KC\DAILY\MORGAN.EXB-10/30-12:05pm

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

STATE OF MARYLAND

BOOK 575 PAGE 221

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267566

RECORDED IN BOOK LIBER 512 PAGE FOLIO 142 ON May 12, 1987 (DATE)

DJ

1. DEBTOR

Name Frontier Technologies, Inc.
Address 2444 Solomons Island Road, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
RECEIVED CARR RD2 112+59
12/10/91
MARY H. ROSE
AN CO. CIRCUIT COURT

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 6925-P Oakland Mills Road, Columbia, Maryland 21405

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated November 4, 1991

Carole R. Hardesty
(Signature of Secured Party)
Carole R. Hardesty, President
Type or Print Above Name on Above Line





The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM
TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Clerk, Circuit Court Anne Arundel County

This Financing Statement dated 11-27-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

HOUSTON/BOYD MANAGEMENT, INC T/A
ANNAPOLIS COMPUTERS
914 FOREST DRIVE, SUITE 102
ANNAPOLIS, MD 21403

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 12.00
POSTAGE .50
#289470 C489 102 T13:00
12/10/91

Name and address of Secured Party

Annapolis National Bank
2083 West Street
Annapolis, MD 21401

Name and address of Assignee

MARY H. ROSE
AA CO. CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Accounts, Contract Rights and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

HOUSTON/BOYD MANAGEMENT, INC T/A ANNAPOLIS COMPUTERS Annapolis National Bank

By: LAURA J. NICKERSON, PRESIDENT
Signature of Debtor

Debra C. Bonaf
Signature of Secured Party

12:30

DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271743

RECORDED IN LIBER 523 FOLIO 189 ON 2/18/88 (DATE)

1. DEBTOR

Name J.R. Baker, Inc.

Address 3 Beach Road Sherwood Forest, MD 21405

2. SECURED PARTY

Name Orix Credit Alliance, Inc. F/K/A Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, MD 21061

1331A Ashton Road, Box 676 Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDS FEE 10.00
POSTAGE .50
#029480 1489 102 713:02
12/10/91
MARY H. ROSE
AA CO. CIRCUIT COURT

Orix Credit Alliance, Inc. F/K/A
Credit Alliance Corporation

Dated November 26, 1991

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

10⁰⁰
50



The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 10-25-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Anchor Marine Distributors, Inc.
5861 Deale Churchton Road
Deale, MD 20751

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00
POSTAGE .50
#282420 0489 R02 113102
12/10/91

Name and address of Secured Party

Annapolis National Bank

2083 West Street
Annapolis, MD 21401

Name and address of Assignee

MARY H. ROSE
AA CO. CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Anchor Marine Distributors, Inc.

Annapolis National Bank

By: William S. Magenu, President

Signature of Debtor

Signature of Secured Party

11/90

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 18 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Burt & Nellie Murphy
Video Visions
RD 1 Box 255A
Oenton, Maryland 21629
Address Phone: (301) 479-1141

RECORD FEE 13.00
POSTAGE .50
RECEIVED 1990 R02 T13103
12/10/91
MARY H. ROSE
CIRCUIT COURT

2. SECURED PARTY

Name Major Video Concepts, Inc
P.O. Box 15660
Address Richmond, VA 23227-5660

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit accounts, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereof, and insurance proceeds thereon.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nellie Y. Murphy
(Signature of Debtor)

Nellie Y. Murphy
Type or Print Above Name on Above Line

Burt Murphy
(Signature of Debtor)

Burt Murphy
Type or Print Above Signature on Above Line

R.E. Mitchell Jr. /SN
(Signature of Secured Party)

R.E. Mitchell JR /SN
Type or Print Above Signature on Above Line

B⁰⁰₅₀



Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal
Amount is \$

To Be Recorded in Land Records (For
Fixtures Only)

DJ

NAME	No.	Street	City	State
1. Debtors(s)				
		Jeffrey Kormann Enterprises, Inc.	941 Ritchie Hwy., Severna Park, MD	21146

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-026 located at 941 Ritchie Hwy., Anne Arundel County, MD 21146

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-026

RECORD FEE 11.00
POSTAGE .50
#239510 C489 R02 T13104
12/10/91
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

Title Owner of Real Estate:

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
CROWN CENTRAL PETROLEUM CORPORATION

By: J. G. Yawman
Type Name J. G. Yawman
Title Assistant Secretary

Debtor(s) Jeffrey Kormann Enterprises, Inc.

BY: Jeffrey Kormann, Pres
Jeffrey Kormann, President

Type or Print Name and Title of Each Signature

11/00
02/11



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281515

RECORDED IN LIBER 558 FOLIO 336 ON 7/18/90 (DATE)

1. DEBTOR

Name TERRY L. CRITES AND PAMELA CRITES

Address 707 205TH STREET, PASADENA, MD 21122

2. SECURED PARTY

Name SECURITY PACIFIC FINANCIAL SERVICES, INC.

Address 2568 A Riva Rd., Suite 101, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#289550 CHRG R02 113:14
12/10/91
MARY H. ROSE
AA CO. DISTRICT COURT

Dated 11/6/91

Mae Hatfield
(Signature of Secured Party)
MAE HATFIELD - BRANCH MANAGER
Type or Print Above Name on Above Line

10⁰⁰

18.50

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

(D)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: NVD, Inc. T/A Paceway Convenience Stores
 (Name or Names)
2112 Renard Court, Annapolis, Maryland 21401
 (Address)
 LESSEE: _____ BGB 878
 (Name or Names)

 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Bank of Glen Burnie
 Of LESSOR: _____ (Name or Names)
1st Ave. & Crain Hwy., S.E. Glen Burnie, MD 21061
 (Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

See Attached Schedule A for Equipment Locations

RECORD FEE 14.00
 POSTAGE .50
 #285245 CARY RO2 T13:21
 12/10/91
 MARY H. ROSE
 AN CO. CIRCUIT CLERK

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>NVD, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
<u>T/A Paceway Convenience Stores</u>	
By: <u>[Signature]</u> President	By: <u>[Signature]</u> Credit Manager
<u>Robert P. DeStefano</u> (Title)	<u>Donald A. Lounsbury</u> (Title)
(Type or print name of signer)	(Type or print name of signer)
By: _____	Return to: _____
(Title)	
(Type or print name of signer)	

18.50



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BGB 878
dated November 18, 1991.

<u>Quantity</u>	<u>Description</u>
6	Panasonic Terminals
3	Store Controllers
3	Receipt Printers
3	Junction Boxes
3	Application Software
3	Gilbarco PAM
3	80 Column Printers
3	1200/2400 Baud Modem
1	Set of HQ Software

Equipment Locations: One of each item listed above at each location except Panasonic Terminals and Two (2) of them at each location.

1. 140 Old Solomons Island Road
Annapolis, Maryland 21401
2. 524 Defense Highway
Annapolis, Maryland 21404
3. 1334 J. Defense Highway
Gambrills, Maryland 21054
4. 5544A Muddy Creek Road
West River, Maryland 20778

SCHEDULE A (Continued)

<u>Quantity</u>	<u>Description</u>
	Equipment Location: 91 Kettering Drive, Upper Marlboro, MD 20772
2	Panasonic Terminals
1	Store Controllers
1	Receipt Printer
1	Junction Box
1	Application Software
1	80 Column Printer
1	1200/2400 Baud Modem
	Metal Masters 2'X6'X5' Chrome Shelves w/4 Shelves
	(3) Metal Masters 2'X5'X5' Chrome Shelves w/4 Shelves
	Metal Masters 2'X4'X5' Chrome Shelves w/4 Shelves
	(4) Metal Masters 1.5'X4'X5' Chrome Shelves w/4 Shelves
	(2) Metal Masters 1.5'X4'X5' epoxy coated Shelves w/4 Shelves
	Master-Bilt 7'9"X31'8.5"X8.6" Walk-in Cooler/Freezer, NSF; (8) Anthony 400 Series 30.25"X67" glass doors, LH hinged, silver serrated; (3) Anthony 400 series low temp 30.25"X67" glass doors, LH hinged, silver serrated; 3HP remote condensing unit w/5 yr compressor warranty; 2.5HP low temp remote condensing unit w/5yr compressor warranty
	(2) P & H 2'X2' formica trash receptacles w/screen
	Master-Bilt GT-50 5' novelty case
	(2) Lozier 8'X16"X16"X48" gondolas w/(18) S415N shelves. (6) 4'X3" wire fences;
	(4) 3'X16"X48" end caps w/(4) S315N Shelves
	Leer M40 Ice Merchandiser w/auto defrost
	Lozier 6'X16"X6' wall shelving w/(10) S315N Shelves
	Avalance Slush Machine
	Cecilware FBT-3 Fresh Brewed Iced Tea Machine
	Toppo 702CSI 20T Iced Condiment Unit
	Jet Spray HC20 Hot Chocolate Machine
	P & M "C" Series Custom made 31'6" Fastfood Counter w/Purse Rail, 9 Cup Dispensers w/Sneeze Guards, Lid Dispensers, Condiment Dispenser, (2) Trash Units and Storage Doors
	Crystal Tips 800-CAE-261 Ice Maker w/BRE-725 Bin and FA-2CT-D Water Filter
	(2) Star 7C-C 70T Soup Kettle/Cooker w/SL-4 4 oz ladle ans SKCC-7H Collar
	Server 81640 Chill Server w/Heated Spout
	Star 25 Hot Dog Roller Grill w/25SG-FC Sneeze Guard and SST-25 Bun Warmer
	Hatco FS-1 Pizza Display Warmer w/Sign and Bronze Finish, 3 14" Pans and Pan Rack
	Hatco FSHC-1 Holding Cabinet w/6 Bun Pans
	Federal SN-6HD Hot Food Display Case w/4 Wells & Pans
	Mainstreet 7 Panel Menu Board w/Chester Fried Logo

SCHEDULE A (Continued)

<u>Quantity</u>	<u>Description</u>
	Master-Bilt MPN-48 Open Deli Case w/S/S Decks, Work Top and Condensate Pan
	Federal SN-4CD 4' deli case w/one mezzanine S/S Decks, Scale Platform and Condensate Pan
	Federal SN-77 Bakery Display Case w/Wire Shelves
	Toppo 105 Condiment Bar w/2 pumps and 3 wells
	Advance DI-1-5 Drop-in Hand Sink w/sneeze guard
	P & M "C" series custom made 10'6" angled counter
	P & M "C" series custom made 13' angled checkout w/safe cutout
	Allied Gary Auto Bank 24 Safe
	Star 16PDS Pretzel Display Warmer
	Server Nacho Chip Warmer #04450
	Server Nacho Cheese Warmer w/heated pump & spout #81160
	P & M "E" Series Custom made 28'6" back counter w/doors
	Clamco 750L Wrapping Aid
	Fleetwood 285 Slicer w/12" Blade
	Toledo 8430 Scale
	(4) Metal Master T3048SE-BS 30X40 S/S Work Table
	Silver King SKSB-48-12 Sandwich Prep Table
	Toastmaster 7336 36" Griddle
	Tabco ES-243 3' Equipment Stand w/TA-923 Cutting Board
	Custom Made 8'X4'6" Exhaust Hood w/makeup Air Filters, Lights, Skirting to Ceiling, Ducts, Fans S/S Fire Wall and Fire Suppression System
	Chester Fried WOG-WP Multi-purpose fryer
	Chester-Fried MGF-40E Chicken Fryer
	Biodgett Mark V-III Convection Oven w/BP-100 Proofer and Intellitouch
	Tabco SP5-305 Polytop Work Table w/Silver King SK-RC Refrigerated Countertop Prep Unit
	P & N "C": Series Custom Made Counter w/Advance DI-1-5 drop-in hand sink & sneeze guard
	Amana RC14SE Microwave Oven
	Advance 7-PS-4S Wall Mounted Hand Silk
	Metal Master 314-22-3-24 3 Compartment sink w/T & S Brass Spray Faucet
	Biodgett 1405 Pizza Deck Oven
	Ship'N Out Rancho Chrome Sneeze Quard

Approved and agreed to this 18th day of November, 1991.

LESSEE: NVD, Inc. T/A Paceway Convenience Stores

By: [Signature] Title: President

18.50

MARYLAND FINANCING STATEMENT

285246

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: NVD, Inc. T/A Paceway Convenience Stores
 (Name or Names)
2112 Renard Court, Annapolis, Maryland 21401
 (Address)
- LESSEE: _____ BGB 878
 (Name or Names)
- LESSEE: _____
 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Bank of Glen Burnie
 Of LESSOR: _____
 (Name or Names)
1st Ave. & Crain Hwy., s.E. Glen Burnie, MD 21061
 (Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

See Attached Schedule A for Equipment Locations

RECORD FEE 18.00
 POSTAGE .50
 #285246 (489) MD 113423
 12/10/91
 MARY H. ROSE
 SA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
NVD, Inc.	
T/A Paceway Convenience Stores	Chesapeake Industrial Leasing Co., Inc.
By: <u>Robert P. DeStefano</u> President (Type or print name of signer) (Title)	By: <u>Donald A. Lounsbury</u> Credit Manager (Type or print name of signer) (Title)
By: _____ (Type or print name of signer) (Title)	Return to: _____

18.00



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BGB 878
dated November 18, 1991.

<u>Quantity</u>	<u>Description</u>
6	Panasonic Terminals
3	Store Controllers
3	Receipt Printers
3	Junction Boxes
3	Application Software
3	Gilbarco PAM
3	80 Column Printers
3	1200/2400 Baud Modem
1	Set of HQ Software

Equipment Locations: One of each item listed above at each location except Panasonic Terminals and Two (2) of them at each location.

1. 140 Old Solomons Island Road
Annapolis, Maryland 21401
2. 524 Defense Highway
Annapolis, Maryland 21404
3. 1334 J. Defense Highway
Gambrills, Maryland 21054
4. 5544A Muddy Creek Road
West River, Maryland 20778

SCHEDULE A (Continued)

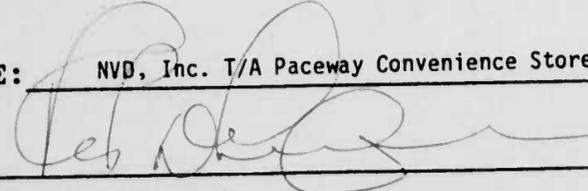
<u>Quantity</u>	<u>Description</u>
	Equipment Location: 91 Kettering Drive, Upper Marlboro, MD 20772
2	Panasonic Terminals
1	Store Controllers
1	Receipt Printer
1	Junction Box
1	Application Software
1	80 Column Printer
1	1200/2400 Baud Modem
	Metal Masters 2'X6'X5' Chrome Shelves w/4 Shelves
	(3) Metal Masters 2'X5'X5' Chrome Shelves w/4 Shelves
	Metal Masters 2'X4'X5' Chrome Shelves w/4 Shelves
	(4) Metal Masters 1.5'X4'X5' Chrome Shelves w/4 Shelves
	(2) Metal Masters 1.5'X4'X5' epoxy coated Shelves w/4 Shelves
	Master-Bilt 7'9"X31'8.5"X8.6" Walk-in Cooler/Freezer, NSF; (8) Anthony 400 Series 30.25"X67" glass doors, LH hinged, silver serrated; (3) Anthony 400 series low temp 30.25"X67" glass doors, LH hinged, silver serrated; 3HP remote condensing unit w/5 yr compressor warranty; 2.5HP low temp remote condensing unit w/5yr compressor warranty
	(2) P & H 2'X2' formica trash receptacles w/screen
	Master-Bilt GT-50 5' novelty case
	(2) Lozier 8'X16"X16"X48" gondolas w/(18) S415N shelves. (6) 4'X3" wire fences;
	(4) 3'X16"X48" end caps w/(4) S315N Shelves
	Leer M40 Ice Merchandiser w/auto defrost
	Lozier 6'X16"X6' wall shelving w/(10) S315N Shelves
	Avalance Slush Machine
	Cecilware FBT-3 Fresh Brewed Iced Tea Machine
	Toppo 702CSI 20T Iced Condiment Unit
	Jet Spray HC20 Hot Chocolate Machine
	P & M "C" Series Custom made 31'6" Fastfood Counter w/Purse Rail, 9 Cup Dispensers w/Sneeze Guards, Lid Dispensers, Condiment Dispenser, (2) Trash Units and Storage Doors
	Crystal Tips 800-CAE-261 Ice Maker w/BRE-725 Bin and FA-2CT-D Water Filter
	(2) Star 7C-C 70T Soup Kettle/Cooker w/SL-4 4 oz ladle ans SKCC-7H Collar Server 81640 Chili Server w/Heated Spout
	Star 25 Hot Dog Roller Grill w/25SG-FC Sneeze Guard and SST-25 Bun Warmer
	Hatco FS-1 Pizza Display Warmer w/Sign and Bronze Finish, 3 14" Pans and Pan Rack
	Hatco FSHC-1 Holding Cabinet w/6 Bun Pans
	Federal SN-6HD Hot Food Display Case w/4 Wells & Pans
	Mainstreet 7 Panel Menu Board w/Chester Fried Logo

SCHEDULE A (Continued)

<u>quantity</u>	<u>Description</u>
	Master-Bilt MPN-48 Open Deli Case w/S/S Decks, Work Top and Condensate Pan
	Federal SN-4CD 4' deli case w/one mezzanine S/S Decks, Scale Platform and Condensate Pan
	Federal SN-77 Bakery Display Case w/Wire Shelves
	Toppo 105 Condiment Bar w/2 pumps and 3 wells
	Advance DI-1-5 Drop-in Hand Sink w/sneeze guard
	P & M "C" series custom made 10'6" angled counter
	P & M "C" series custom made 13' angled checkout w/safe cutout
	Allied Gary Auto Bank 24 Safe
	Star 16PDS Pretzel Display Warmer
	Server Nacho Chip Warmer #04450
	Server Nacho Cheese Warmer w/heated pump & spout #81160
	P & M "E" Series Custom made 28'6" back counter w/doors
	Clamco 750L Wrapping Aid
	Fleetwood 285 Slicer w/12" Blade
	Toledo 8430 Scale
	(4) Metal Master T3048SE-BS 30X40 S/S Work Table
	Silver King SKSB-48-12 Sandwich Prep Table
	Toastmaster 7336 36" Griddle
	Tabco ES-243 3' Equipment Stand w/TA-923 Cutting Board
	Custom Made 8'X4'6" Exhaust Hood w/makeup Air Filters, Lights, Skirting to Ceiling, Ducts, Fans S/S Fire Wall and Fire Suppression System
	Chester Fried WOG-WP Multi-purpose fryer
	Chester-Fried MGF-40E Chicken Fryer
	Biodgett Mark V-III Convection Oven w/BP-100 Proofer and Intellitouch
	Tabco SP5-305 Polytop Work Table w/Silver King SK-RC Refrigerated Countertop Prep Unit
	P & N "C: Series Custom Made Counter w/Advance DI-1-5 drop-in hand sink & sneeze guard
	Amana RC14SE Microwave Oven
	Advance 7-PS-4S Wall Mounted Hand Silk
	Metal Master 314-22-3-24 3 Compartment sink w/T & S Brass Spray Faucet
	Biodgett 1405 Pizza Deck Oven
	Ship'N Out Rancho Chrome Sneeze Quard

Approved and agreed to this 18th day of November, 1991.

LESSEE: NVD, Inc. T/A Paceway Convenience Stores

By:  Title: President

12.50

Anne Arundel

DJ

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: Debel, Inc. T/A Special Effects Hair Design
 (Name or Names)
7 Old Solomons Island Road, Annapolis, Maryland 21401
 (Address)
 LESSEE: _____
 (Name or Names)

 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
 Of LESSOR: 2001 E. Joppa Rd. Baltimore, Maryland 21234
 (Name or Names)
 (Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

Equipment Location: 1410 Forest Drive
Suite 30
Annapolis, Maryland

RECORD FEE 12.00
POSTAGE .50
HOSPITAL CASE R02 11322
12/10/91
MARY H. ROSE
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
Debel, Inc.	Chesapeake Industrial Leasing Co., Inc.
T/A Special Effects Hair Design	
By: <u>Deborah L. Durling</u>	By: <u>Donald A. Lounsbury</u> Credit Manager
(Title)	(Title)
(Type or print name of signer)	(Type or print name of signer)
By: _____	Return to: Chesapeake Industrial Leasing Co., Inc.
(Title)	9506 Harford Road
(Type or print name of signer)	Baltimore, MD 21234

12.50



Chesapeake
Industrial
Co.
11.50

285248

DJ

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- LESSEE: Elite Properties, Inc.
114 Ritchie Highway (Name or Names) Pasadena, Maryland 21122
 (Address)
 LESSEE: _____ CFSL 4907
 (Name or Names)

 (Address)
- LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
 Of LESSOR: _____ (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

1- Ricoh Model #4415 Copier.

Equipment Location: 1410 N. Crain Hwy., 1-A
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#285248 CASE NO. 113-22
12/10/91
MARY H. ROSE
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Elite Properties, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>Gary Hart</u> (Title) <u>Resident</u>	By: <u>Donald A. Lounsbury</u> Credit Manager (Title)
(Type or print name of signer)	(Type or print name of signer)
By: _____ (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> 9506 Harford Road Baltimore, MD 21234
(Type or print name of signer)	

11.00
50



DJ

285249

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To Be Recorded in the:

- 1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
- 2. Financing Statement Records of Queen Anne's County, Maryland
- 3. Land Records of Anne Arundel County, Maryland

1. NAME AND ADDRESS OF DEBTOR:

Gordon Ayres
761 203rd Street
Pasadena, Maryland 21122

RECORD FEE 11.00
POSTAGE .50
ACCEPTED CASE NO. T13414
12/10/91
MARY H. ROSE
MD CO. CHEVROLET COURT

2. NAME AND ADDRESS OF SECURED PARTY:

Larry Mossman
6 Butler's Landing Drive
Stevensville, Maryland 21666

3. This Financing Statement covers all of the following property of the Debtor:

1978 Chevrolet Truck,
VIN # CC7248B119010

1100
J6



4. [Not subject/Subject] to recordation tax [on the principal amount of \$2,500.00 which recordation has been paid to Crown Oil Co. U.S.A.].

DEBTOR:

Gordon Ayres
761 203rd Street
Pasadena, Maryland 21122



RETURN TO:

James A. List, P.A.
401 Washington Avenue
Suite 800
Towson, Maryland 21204

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Tremont-Duet, Incorporated
703 Nursery Road
Cinthicum Heights, Maryland 21090

2. Secured Party(ies) and address(es)
Halperin Distributing Corporation
4801 Forbes Boulevard
Lanham, Maryland 20706-4303

For Filing Officer (Date, Time,
Number, and Filing Office)

285250

DJ

BOOK **575** PAGE **240**

4. This financing statement covers the following types (or items) of property:

See attached sheet.

5. Assignee(s) of Secured Party and
Address(es)

RECORD FEE 11.00

POSTAGE .50

RECORDED 0213 RD 109145

12/11/91

CLERK HARRY N. ROSE

44 CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

TREMONT-DUET, INCORPORATED

HALPERIN DISTRIBUTING CORPORATION

By:

Robert G. Duet
Signature(s) of Debtor(s)

Title

By:

[Signature]
Signature(s) of Secured Party(ies)

Title

Assistant

(1) Filing Officer Copy-Alphabetical
pursuant to SECTION 9-103

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

PAGE 2 OF TREMONT-DUET, INCORPORATED FINANCING STATEMENT

Item 4.

All food and related products owned and warehoused by Halperin Distributing Corporation ("Halperin") at Tremont-Duet, Incorporated's location set forth in item 1 above (the "Premises") pursuant to an Agreement dated as of December 9, 1991 between Halperin and Tremont-Duet, Incorporated, and the following items which are owned by Halperin but which may be found at the Premises from time to time: (i) 2 COMPAQ DESKPRO 386(s), VID/GRAPHCOLMON (keyboards) and mouse; (ii) Minolta 425(z) printer/copier; (iii) surveillance/security cameras as follows: 2 false cameras, 3 full time cameras, 3 full time monitors, 4 switched cameras and 2 switched monitors; (iv) 5 manual jacks; (v) 10 hand trucks; (vi) cooler racking -- large upright (110); (vii) cooler-racking -- cross beam (632); (viii) 1 fax machine; and (ix) pallets (624). This filing constitutes a precautionary financing statement pursuant to Section 9-408 of the Maryland UCC.

DJ

Not to be recorded in
Land Records

Subject to Recordation
Tax:
Principal Amount is:
\$212,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

Date: December 2, 1991

FINANCING STATEMENT

1. Debtor:

Stephen Lloyd Burns
Laura P. Burns

Address:

15 Bancroft Avenue
Annapolis, MD 21403

RECORDING FEE 14.00
POSTAGE .50

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike
Ellicott City, MD 21042

RECORDING FEE 14.00
POSTAGE .50
12/11/91
MARY M. ROSE

14
50

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all good and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and

9447-91

LAW OFFICES OF
ARNOLD, BEAUCHEMIN & TINGLE, P.A.
LOWER LEVEL, SUITE B
9005 CHEVROLET DRIVE
ELLCOTT CITY, MARYLAND 21043
465-1110



(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

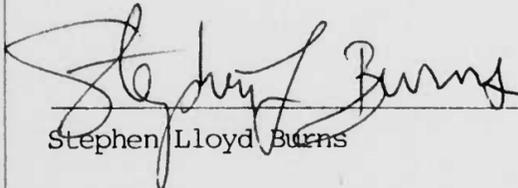
4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

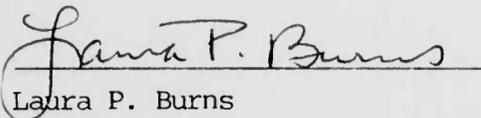
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

 (SEAL)
Stephen Lloyd Burns

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

 (SEAL)
Laura P. Burns

BY: 
CHARLES C. HOLMAN
EXECUTIVE VICE
PRESIDENT



BOOK 575 PAGE 244

BEING all of Lot 26 and the southern most one-half of lot 25 in Block No. 9 as shown on the Plat entitled "PLAT OF PART OF BAY RIDGE" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 44. The improvements therein being known as 15 Bancroft Avenue.

C:FN109402.FIS
0960:L
11/11/91

BOOK 575 PAGE 245

DJ

1

285254

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIN ST RECORDS OF
ARNE ARUNDEL COUNTY

RECORD FEE 12.00
POSTAGE .50
RECORDED CASE NO. 114129
12/11/91
MARY H. ROSE
AD. CL. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTORS: WYANESS, INC.
c/o BTR Realty, Inc.
1302 Concourse Drive, Suite 202
Linthicum, Maryland 21090

ESSANWY, INC.
c/o BTR Realty, Inc.
1302 Concourse Drive, Suite 202
Linthicum, Maryland 21090
2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 S. Charles Street
12th Floor
Baltimore, Maryland 21201
Attn: Metro Commercial Division

3. This Financing Statement covers all right, title and interest of the Debtors in and to the following types (or items) of property:

(a) All of the Debtors' right, title and interest in and to, and as a partner of, Wyaness Associates, a general partnership formed under the laws of the State of Maryland (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtors' rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtors to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

1200
50



DEBTORS:

WYANESS, INC.

By: *F. Patrick Hughes* (SEAL)
F. Patrick Hughes
President

ESSANWY, INC.

By: *F. Patrick Hughes* (SEAL)
F. Patrick Hughes
President

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202
1910916

C:FN110801.FIS
0960:L
11/12/91

285255

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIN RECORDS OF
ANNAPOLIS COUNTY

RECORD FEE 21.00
POSTAGE .50
#240120 CARR RD 114:29
12/11/91
MARY H. ROSE
14 CR. CIRCUIT COURT

This Indemnity Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- | | | |
|----|------------------------------------|--|
| 1. | NAME AND ADDRESS
OF INDEMNITOR: | BTR NEW RIDGE, INC.
1302 Concourse Drive
Suite 202
Linthicum, Maryland 21090 |
| 2. | NAME AND ADDRESS
SECURED PARTY: | THE FIRST NATIONAL BANK OF
MARYLAND
110 S. Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate
109-900 |

3. This Financing Statement covers all right, title and interest of the Indemnitor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property"

2100
2130

means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Indemnitor for the benefit of Anna M. Marcellino and Louis P. Mathews, Jr., as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened

condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

BTR NEW RIDGE, INC.

By: *F. Patrick Hughes* (SEAL)
Name: *F. Patrick Hughes*
Title: *President*

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

LEGAL DESCRIPTION

PARCEL A

All that tract or parcel of ground situate, lying and being in Anne Arundel County and more particularly described by metes and bounds in a Deed dated October 12, 1961 by and between William E. Kirk and Elmer K. Klein and Alice M. Klein as recorded among the Land Records of Anne Arundel County in Liber 1519, folio 258.

SAVING AND EXCEPTING therefrom however the property conveyed in a Deed dated November 13, 1979 by and between Elmer F. Klein and Alice M. Klein and Anne Arundel County as recorded among the Land Records of Anne Arundel County in Liber 3267, folio 762 and by a Deed dated July 28, 1982 by and between Elmer F. Klein and Alice M. Klein and St. Marks United Methodist Church of Hanover, Maryland, Incorporated as recorded among the Land Records of Anne Arundel County in Liber 3508, folio 247, leaving a new acreage of 9.639 acres, more or less.

PARCEL B:

ALL that lot or parcel of land described in a Deed dated March 16, 1984 by and between Henry Barton Curran and Anna R. Curran, by Patricia Etwiler, their attorney-in-fact and Leslie T. N. Richards and Denise J. Richards as recorded among the Land Records of Anne Arundel County in Liber 3714, folio 404.

SAVING AND EXCEPTING therefrom all the land described in a Deed dated March 24, 1980 by and between Henry Barton Curran and Anna R. Curran and Anne Arundel County, Maryland as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3300, folio 570.

PARCEL C

BEING KNOWN AND DESIGNATED as 11.8 acres of land as described in a Deed dated May 18, 1936 by and between Stephen A. Wilkinson and Rena P. Wilkinson and I. Edmund Stevenson and Reba G. Stevenson as recorded among the Land Records of Anne Arundel County in Liber 151, folio 212.

SAVING AND EXCEPTING therefrom that land described in a Deed dated December 30, 1953 by and between I. Edmund Stevenson and Reba G. Stevenson and the State of Maryland to the use of the State Roads Commission as recorded among the Land Records of Anne Arundel County in Liber 805, folio 411 and in a Deed dated September 7, 1979 by and between Edmund Stevenson and Reba G. Stevenson, and Anne Arundel County, Maryland as recorded among the Land Records of Anne Arundel County in Liber 3242, folio 798.

AND FURTHER SAVING AND EXCEPTING that land described in a Deed dated October 10, 1991 by and between BTR New Ridge, Inc., a Maryland corporation and the

State of Maryland to the use of the State Highway Administration of the Department of Transportation to be recorded among the Land Records of Anne Arundel County.

PARCEL D:

ALL that piece or parcel of ground as more particularly described by metes and bounds in a Deed dated March 21, 1961 by and between Rena P. Wilkinson and Thomas Arthur Wilkinson and Margaret Roberta Wilkinson as recorded among the Land Records of Anne Arundel County in Liber 1463, folio 4.

SAVING AND EXCEPTING therefrom that land described in a Deed dated January 19, 1950 by and between Stephen A. Wilkinson and Rena A. Wilkinson and the State Roads Commission of Maryland as recorded among the Land Records of Anne Arundel County in Liber 554, folio 436 and by Deed dated April 22, 1980 by and between Thomas Arthur Wilkinson and Margaret Roberta Wilkinson and Anne Arundel County, Maryland as recorded among the Land Records aforesaid in Liber 3306, folio 602.

PARCEL E:

BEGINNING for the same in the middle of Ridge Road and fifteen feet northeast from the most southerly corner of the land owned by John W. Kelbaugh; thence running and bounding on the middle of the new road leading to Dorsey's Station, North forty-three and one-half (43½) degrees West thirteen (13) perches; thence leaving said road and running North forty-six (46) degrees East, thirteen and one-half (13½) perches to a stone planted; thence South forty-three and one-fourth (43¼) degrees East eleven (11) perches to intersect the outlines of said Kelbaugh's land in the middle of the aforesaid Ridge Road; thence bounding thereon, South thirty-three (33) degrees West seven and one-half (7½) perches, South forty-two and one-half (42½) degrees West six (6) perches to the place of beginning.

SAVING AND EXCEPTING all that ground or parcel conveyed in a Deed dated the 9th day of January, 1950, from Leon R. Harman and Catherine E. Harman, his wife unto the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 553, folio 369.

SAVING AND EXCEPTING all that ground or parcel conveyed in a Deed dated August 14, 1979 from Catherine E. Harman, widow, unto Anne Arundel County, Maryland and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3232, folio 356.

CONTAINING .555 acres of land, more or less.

Mail to
COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

1910916

285256

DJ

FINANCING STATEMENT FORM JCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11-21-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Silver Star Service Center, Inc, Joseph Hall

Address 6 Taylor Ave Annapolis, MD 21403

2. SECURED PARTY

Name Ken Warner

Address 4315 Pennbrooke Ct West River, MD 20778

3. Assignee of Secured Party Snap-on Tools Corporation

Address 7601 Brandon Woods Blvd, Baltimore, MD 21226-1770

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) 11/21/94

5. This financing statement covers the following types (or items) of property: (list)

- (1) A/C Charging Station, ACT2000,910605
- (1) A/C Recycler, ACT3000,917259

RECORD FEE 12.00
POSTAGE .50
4039330 C090 103 110:43

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph Hall

(Signature of Debtor)

Joseph Hall, President

Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

1750
Ken Warner

(Signature of Secured Party)

Ken Warner, Authorized Dealer

Type or print above name on above line

DJ

2B35

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Nelson, Ronald L. 431 Third Ave SW Glen Burnie, md. 21061	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

BOOK-522- page-19

3. This statement refers to original Financing Statement No. 271251 Dated: 1-12-88

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00
POSTAGE .50
4019200 COPY FOR 11/14/82
12/12/71

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co.

MARY H. ROBE
AA CO. CREDIT COURT

Dated: 12/3, 1991 By: Michelle Bohm
Ford Motor Credit Co.
(NAME OF SECURED PARTY)

F M C C JUN 65 7288-M (MARYLAND ONLY)

15.50



DJ

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Business Systems Management, Inc. d/b/a Entre Computer Center 116 Defense Hwy, Suite 101 Annapolis, MD 21401		2. Secured Party(ies) and address(es) AT&T Credit Corporation 555 Route 1 South, PO Box 725 Iselin, NJ 08830	3. Maturity date (if any): <u>10-50</u> For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>669810</u> Filed with <u>County of Anne Arundel</u> Date Filed <u>6/1/</u> <u>1990</u>		RECORD FEE 10.00 POSTAGE .50 #018190 CCRD REC 110:32 12/12/91	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10. Assigning Secured Party's name to read: AT&T Commercial Finance Corporation (Address remains the same)			
No. of additional Sheets presented: _____			
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		AT&T Credit Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



285257

DJ

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in the land records, check here []

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas J. Eversfield and Martha A. Eversfield

Address Box 228 Jewell Rd., Dunkirk, MD. 20754

2. SECURED PARTY

Name Colonial Farm Credit, ACA

Address 6526 Mechanicsville Turnpike, Mechanicsville, VA. 23111

Colonial Farm Credit, ACA 6231 Crain Highway, Upper Marlboro, Md. 20772

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types (or items) of property.
 - CROPS
 - FARM PRODUCTS
 - INVENTORY
 - FARM MACHINERY AND EQUIPMENT
 - OTHER COLLATERAL (give type)
 - After-acquired property of above types; products and proceeds of collateral.
 - ALL stock and participation certificates, including rights thereto, issued to Debtor by Secured Party.

RECORD FEE 12.00
 POSTAGE .50
 12/12/71
 MARY H. ROSE
 4A CO. CIRCUIT COURT

- 4. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is _____

Thomas J. Eversfield
(Signature of Debtor)

Thomas J. Eversfield
Type or Print Above Signature on This Line

Martha A. Eversfield
(Signature of Debtor)

Martha A. Eversfield
Type or Print Above Signature on This Line

Colonial Farm Credit, ACA
(Type Name of Secured Party)

By: Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook
Type or Print Above Signature on This Line

1250



DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273446

RECORDED IN LIBER 528 FOLIO 395 ON 6-21-88 (DATE)

1. DEBTOR

Name J. Guy Hardesty
Address P.O. Box 627 Tracy's Landing, Md 20779

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P.O. Box 2558 Salisbury, Md 21802
Attn: Gwen D. Waters - Banking Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
NOV 20 1991 11:01 AM
12/13/91
MARY A. ROSE
AA CO. CIRCUIT COURT

Dated 12-6-91

15.8

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis - Vice President
Type or Print Above Name on Above Line
Second National Fed. Savings Bank

285258

21

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented.

1. Debtor(s) (Last Name First) and Address(es). Arundel Foreign 2460 Mountain Rd. Pasadena, MD 21122	2. Secured Party(ies) Name(s) and Address(es) Castrol, Inc. 1500 Valley Rd. Wayne, NJ 07474-0973 Att: Loan Dept.	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4 For Filing Officer: Date, Time, No. Filing Office
--	---	--

5. This Financing Statement covers the following types (or items) of property: "The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named." "Not subjected to Recordation Tax. There is no security interest created." *SEE ATTACHMENT* <input type="checkbox"/> Products of the Collateral are also covered.	6. Assignee(s) of Secured Party and Address(es) 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)
--	---

8. Describe Real Estate Here. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner
--	---------------------------

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

under a security agreement signed by debtor authorizing secured party to file this statement, or

which is proceeds of the original collateral described above in which a security interest was perfected, or

acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:

when the collateral was brought into the state, or when the debtor's location was changed to this state.

Arundel Foreign	Castrol, Inc.	Christa Schurmann
Print _____	Print _____	Print _____
By Sign <u>[Signature]</u>	By <u>[Signature]</u>	By <u>[Signature]</u>
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)	Signature(s) of Secured Party(ies)

Qty.	Make	Model	Serial Numbers	Description
1	Aro	Y27-52C		Nipple
1				240 gal bench tank
1	Aro	TIM-3208		25' reel/with hose
1	Aro	2980-S		gauge
1	Aro	129121-404S		Fil/Reg
1	Aro	635383		Metered control handle
1	Aro	TIM-H15		Sightgauge
1	Aro	TIM-PVC		18'' pvc tube
1	Aro	612058-X		Pump package

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

DJ

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 35,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u> <u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Sung E. Kim MD PA</u> <small>(Name)</small>	Attn: <u>Stephanie P. Yancy</u> <small>(Name of Loan Officer)</small>
<u>14 Wellham Ave</u> <small>(Address)</small>	<u>18 West Street</u> <small>(Address)</small>
<u>Glen Burnie, Maryland 21061</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1	1	8500-0028-03 60A31-00SN	ULTRAMARK 4, LINEAR 120V, SM CART 23876	
2	2	8500-1060-01 60A31-00SN	ELECT. MOD, 120V, DUAL LINEAR 91J10087	
3	3	8500-3063-04 60A31-00SN	ULTRAMARK 4/4A PLUS SMALL CART, 120V WITHOUT M-MODE/ECG CAPABILITY	RECORD FEE 11.00
4	4	8500-1013-03 60A31-00SN	SOFTWARE, OB/GYN CALCULATION PKG	TAX 245.00
5	5	8500-1018 60A31-00SN	HARDKEY, NO M-MODE/ECG, SMALL CART 91J10560	.50
6	6	8500-2008-03 60A31-00SN	MAN'L, OPS, UM4A HARDKEY ENGLISH	12/12/01
7	7	8500-3053-03 60A31-00SN	W/O INTRL VCR, EXT VCR INTERFACE, SC	N. ROSE
8	8	8500-3065-06 60A31-00SN	PRINTER, SONY 850 INT, 120V, SM CART 19865	SMALL CART
9	9	8500-3100-12 60A31-00SN	SCNHD, IVT ARRAY 91H41377	
10	10	8500-3121-01 60A31-00SN	SCNHD, CURVED LINEAR 3.5, 76MM 91J42647	
11	11	8500-3120-01 60A31-00SN		

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

14 Wellham Ave Glen Burnie, Maryland 21061

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNEE)</u>
<u><i>Sung E. Kim</i></u> (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
Sung E. Kim <small>(Signature)</small>	_____ (Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)

11 245 56

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY RECORDATION TAX PAID
(IF DUE) TO ANNE ARUNDEL COUNTY
AT TIME OF RECORDATION OF DEED OF TRUST

BOOK 575 PAGE 260

FINANCING STATEMENT

285259

1. Names & Address of Debtors: EDIK SAKIAN and ELSO SAKIAN
VAHAN SIMCHIAN and
MARJORIE D. SIMCHIAN
414 Blossom Tree Court
Annapolis, Maryland 21401
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
- (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 114 Mountain Road, Unit #3-D, Building 114, Sun Valley Condominium, Pasadena, Maryland 21122 (the "Premises"), and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon the Premises, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
- (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

16.00

.50

REC-50 CIVIC RD 711:41

12/12/91

MARY H. ROSE

COURT

16-50

Debtors:

Secured Party:
BANK OF ANNAPOLIS

Edir Sakian
EDIR SAKIAN

By: *Steven G. Tyler* AGENT
Steven G. Tyler, Agent

Elso Sakian
ELSO SAKIAN

Vahan Simchian
VAHAN SIMCHIAN

Marjorie D. Simchian
MARJORIE D. SIMCHIAN



EXHIBIT A

BOOK 575 PAGE 260-B

ALL that condominium unit situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Unit No. 3-D, Building No. 114 of the Condominium known as SUN VALLEY CONDOMINIUM, Phase II, as per Plats thereof recorded among the Land Records of Anne Arundel County in Plat Book E-25, folios 24 through 28, and being part of the property described in a Declaration of Sun Valley Condominiums, Ltd., dated May 20, 1981 and recorded among the Land Records in Liber No. 3408, folio 246 and By-Laws recorded in Liber No. 3408, folio 256 as well as Amendment to Declaration of Sun Valley Condominiums, Ltd., dated March 8, 1984 and recorded among the aforesaid Land Records in Liber No. 3725, folio 376.

TOGETHER with the improvements and appurtenances thereto and an undivided percentage interest in the common elements as set forth in said Declaration and Amendment thereto and subject to and together with the provisions of said Declaration, Amendment and By-Laws.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by DAVID B. WRIGHT unto EDIK SAKIAN, ELSO SAKIAN, VAHAN SIMCHIAN and MARJORIE D. SIMCHIAN, GRANTORS.

STATE OF MARYLAND
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-
FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT,
IDENTIFYING FILE NO. 284306

RECORDED IN LIBER 570 FOLIO 600 ON 8/14/91

1. DEBTOR

Name: Tremont-Duet, Inc. t/a Nalley Fine Foods

Address: 1822 Worcester Street, Baltimore, MD 21230
703 Nursery Road, Linthicum, MD 21090

2. SECURED PARTY

Name: Maryland National Bank

Address: Attn: LDRU 250603, 100 S. Charles Street,
Baltimore, MD 21201

Person and Address to Whom Statement Is To Be Returned:

Anthony Kahn, Esquire, White & Case
1155 Avenue of the Americas, New York, N.Y. 10036

3. PARTIAL RELEASE OF:

From the collateral described in the financing statement bearing the file number shown above (the "Original Financing Statement"), the Secured Party releases the following: All inventory; the equipment listed on Schedule A attached hereto and made a part hereof; the trade name "Dairy King"; and the general intangibles conveyed to Halperin Distributing Corporation pursuant to that certain Agreement dated as of December 9, 1991 between it and the Debtor (the "Agreement"), including, without limitation, the Debtor's customer lists and product lines. Nothing contained herein shall be deemed to release the Secured Party's security interest in the Debtor's accounts, general intangibles (other than those conveyed pursuant to the Agreement), equipment (other than that listed on Schedule A), and chattel paper; each as more specifically described in the Original Financing Statement.

Dated: December 9, 1991.

MARYLAND NATIONAL BANK

By: James J. Henry
James Henry, Vice President

DJ

RECORD FEE 10.00

POSTAGE .50

4260700 0263 101 11135

12/12/91

MARY H. ROSE

AA ED. CIRCUIT COURT

10-55

13975

Schedule A

Description of Equipment

1988 Oldsmobile Delta '88
(M. Metzbauer)

2 COMPAQ DESKPRO 386 (S)
VID/GRAPHCOLMON (Keyboards)
Mouse

1 Minolta 425 (Z) - Printer/Copier

Cameras - Surveillance/Security

- 2 False Cameras
- 3 Full Time Cameras
- 3 Full Time Monitors
- 4 Switched Cameras
- 2 Switched Monitors

5 Manual Jacks

10 Hand Trucks

Racking (Cooler)
Large Uprights (110)

Cross Beam (632)

Roadnet Credit

Fax Machine

Pallets (624)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

DJ

Filing being done to perfect a security interest in inventory
This financing statement Dated Aug. 26, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285260

Name WILMER'S COMMUNICATIONS, INC.- Fed. ID No. 52-0800401

Address 214 MAYO ROAD - P.O. Box 266 - EDGEWATER, MD. 21037

Anne Arundel County

2. SECURED PARTY

Name MOTOROLA, INC.

Address 1301 EAST ALGONQUIN

SCHAUMBURG, IL 60196

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL PRESENT AND FUTURE MOTOROLA TRANSCEIVERS AND RECEIVERS PURCHASED FOR RESALE, TOGETHER WITH ALL PRESENT AND FUTURE MOTOROLA ATTACHMENTS, AND ACCESSORIES AND ALL PROCEEDS THEREOF.

RECORD FEE 11.00
POSTAGE .50
R291210 C489 R02 T10:54
12/12/91
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1007652-17/6+325A

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WILMER'S COMMUNICATIONS, INC.

(Signature of Debtor)

Joseph M. Wilmer
Type or Print Above Name on Above Line

Joseph M. Wilmer, President

(Signature of Debtor)

Joseph M. Wilmer
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1100
3





FINANCING STATEMENT

285261

- 1. x To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. x To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. x Recordation Tax has been paid on the principal amount of \$320,000.00 in connection with the filing of the Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 17.00
 POSTAGE .50
 RECEIVED 12/15
 MARY B. ROSE
 MD. DISTRICT COURT

5. Debtors Names Address

RICHARD K. TEMPLETON 108 Annapolis Dr.
 Annapolis, Maryland
 21401

6. Secured Party Address

The Annapolis Banking and Trust Company P. O. Box 311
 Annapolis, Maryland
 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust and Security Agreement dated December 5th, 1991 from Debtor to William A. Busik and Randall M. Robey, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

LAW OFFICES
 MANIS,
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404
 (410) 263-8855

1300

AB004.175

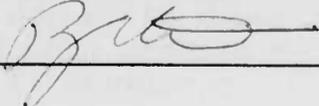


(b) All accounts receivable in respect to any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

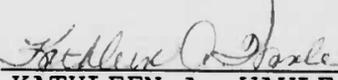
DEBTOR:

SECURED PARTY:

RICHARD K. TEMPLETON



THE ANNAPOLIS BANKING AND
TRUST COMPANY

BY:  (SEAL)
KATHLEEN A. WAVLE
Mortgage Officer

Mr. Clerk: Please return to Pat Weiss, P.O. Box 2400,
Annapolis, Maryland 21404.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT 'A'

ALL THOSE LOTS OF GROUND situate in Anne Arundel County, Maryland being Lots 9 and 11 of Block 6, on Melvins Plat of West Annapolis, duly recorded in Liber SH No. 41, folio 130 of the Land Records of Anne Arundel County and described as follows: BEGINNING on the East Side of Annapolis Street, 100 feet from Severn Avenue and running southeast with said street 100 feet; thence at right angles with said street 150 feet northeasterly, thence northwesterly 100 feet, thence southwesterly 150 feet to the place of beginning. Containing 15,000 square feet.

BEING all of that property which by Deed dated January 25, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3556, folio 245 was granted and conveyed unto Richard K. Templeton by John M. Stout and Dolores I. Stout.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

After Recording Please Return To:
MANIS, SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 571 Page No. 591
Identification No. 284489 Dated _____

- 1. Debtor(s) { Berkshire Homes of Anne Arundel County Limited Partnership
Name or Names—Print or Type
c/o The Berkshire Corporation, The Gatehouse at North Park
Address—Street No., City - County State Zip Code
Suite 204, Hunt Valley, Maryland 21030
- 2. Secured Party { Mercantile-Safe Deposit and Trust Company
Name or Names—Print or Type
Two Hopkins Plaza, P.O. Box 1477
Address—Street No., City - County State Zip Code
Baltimore, Maryland 21203, Attn: Patrick G. Tehan
- 3. Maturity Date (if any) _____
- 4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

The reference to Lot 21 on Exhibit A to the Financing Statement is deleted and Lot 19 is substituted in lieu thereof.

RECORD FEE 10.00
POSTAGE .50
MDP1930 C489 R02 115124
12/12/91
MARY H. ROSE
MD CO. CIRCUIT COURT

Dated: _____

By: The Berkshire Corporation
Name of Secured Party
By: Eric S. Schrank
Signature of Secured Party
Eric S. Schrank, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: Patrick G. Tehan
Patrick G. Tehan, Assistant Vice President

Return to: R. Kelvin Antill, Esq.
300 E. Lombard Street
Baltimore, Maryland 21202

10.00



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

DJ

This financing statement Dated 12-10-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jeff's Body Shop, Inc. 285262
Address 153 Gibraltar Street, Annapolis, MD 21401

2. SECURED PARTY

Name Hamilton National Leasing Corp.
Address 1300 Virginia Drive, Fort Washington, PA 19034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12-95

4. This financing statement covers the following types (or items) of property: (list)

1 - Chart Floor System w/ 1 Flat Jack

Name and address of Assignee
Germantown Savings Bank
City Line & Belmont Avenues
Bala Cynwyd, PA 19004

RECORD FEE 11.00

POSTAGE .50

RECORDED 12/12/91

MARY H. ROSE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

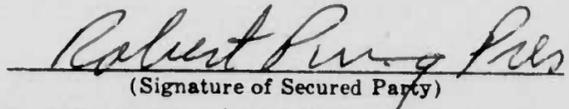
(Products of collateral are also covered)


(Signature of Debtor)

Jeffrey L. Titus
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Robert Purring, pres.
Type or Print Above Signature on Above Line

TSU



County

STATE OF MARYLAND

BOOK 575 PAGE 269 NDK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

DJ

This financing statement Dated December 9, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285263

Name Maryland Industrial Trucks, Incorporated

Address 1330 West Nursery Road Linthicum, MD 21090

2. SECURED PARTY

Name WHIRLPOOL FINANCIAL CORPORATION

Address P.O. Box 1119 Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
DUPLICATE .50
MOZNEO EXP 803 715-07
12/12/91

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory new or used, now owned or hereafter acquired, wherever located, including but not limited to, all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee _____
MARY H. ROSE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

George D. Rose

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WHIRLPOOL FINANCIAL CORPORATION

[Handwritten Signature]

(Signature of Secured Party)

Jeffrey Kremenich

Type or Print Above Signature on Above Line

11/80

Recording Requested By:

BOOK 575 PAGE 270

DJ

LB CREDIT CORPORATION

285264

When Recorded Mail to:

LB Credit Corporation
101 California Street, Suite 2800
San Francisco, California 94111

SPACE ABOVE THIS
LINE FOR RECORDER'S USE

WAIVER AND CONSENT
(Lease)

Reference is made to the Equipment Lease or Lease and Security Agreement to Master Lease Agreement No. 2793008 ("Lease"), dated as of September 3, 1991, between LB CREDIT CORPORATION ("Lessor") and ADVANTAGE BOOK BINDING, INC. ("Lessee"). The execution and recording of this Waiver and Consent are intended to confirm that the Equipment described below and subject to the Lease (the "Equipment") is personal property owned by Lessor and will not be deemed real estate or security for repayment of any loan secured by a lien on or mortgage or trust deed affecting real property:

See Schedule A attached hereto and by this reference incorporated herein for a description of the Equipment.

The undersigned owner or lienholder of the real property herein described (the "Real Property") agrees as follows:

1. The Equipment may be installed on or affixed to the Real Property, and shall remain Lessor's personal property and shall not become realty or a part of the Real Property.
2. The undersigned hereby expressly waives all right, title and interest in and to the Equipment and additions thereto and agrees that Lessor may, at any reasonable time, enter upon the Real Property for the purpose of detaching, removing and repossessing the Equipment regardless of the method by which it may be attached to the Real Property, and may remove and retake the Equipment, provided that Lessor repairs any damage to the Real Property directly resulting from such removal, which repairs are reasonably necessary to restore the Real Property to the condition it was in prior to such removal.
3. The undersigned further waives the right to levy on or distrain the Equipment for rent.
4. This Waiver and Consent shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the heirs, representatives, successors and assigns of the undersigned.

The Real Property is located at 85 Dover Road, in the City of Glen Burnie, County of Anne Arundel, State of Maryland, and is more fully described in Schedule B hereto and by this reference incorporated herein.

MT
SU

★ 3rd M. Development Co.
(Owner or Mortgagee)
By: Alma J. Martin
Its: Owner/President



To Be Used for Corporate Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 19___, before me, the undersigned, a Notary Public in and for said County, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the _____ President, and _____, known to me (or proved to me on the basis of satisfactory evidence) to be the _____ Secretary of _____, the Corporation that executed the within and foregoing instrument, and known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public

To Be Used for Partnership Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 19___, before me, the undersigned, a Notary Public in and for said County, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Notary Public

To Be Used for Individual Acknowledgment

STATE OF Maryland)
) ss.
COUNTY OF Baltimore)

On this 26th day of November, 1991, before me, the undersigned, a Notary Public in and for said County, personally appeared Anna J. Martin T/A F&M and Development Co., known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged that (he) (she) (they) executed the same.

WITNESS my hand and official seal.

Catherine A. Duckert
Notary Public 3/1/95



SCHEDULE B
(Legal Description of the Property)

Beginning for the same at a point on the westerly side of a proposed eighty-foot wide right-of-way where it intersects the southerly side of a proposed twenty foot widening strip, adjacent, parallel, and contiguous to an existing forty foot wide right-of-way situate South 87 degrees 09 minutes 50 seconds West 363.66 feet from the stone marking the beginning point of the entire 55.7435 acre tract conveyed by Donald F. Obrecht and wife, Charles Obrecht and wife and Gersh Moss and wife to Quad, Inc., dated August 7, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1053, Folio 246, thence binding on the westerly side of the said proposed eighty foot wide right-of-way and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission.

1. South 06 degrees 39 minutes 42 seconds
West 387.20 feet, thence leaving said
proposed eight foot wide right-of-way
2. North 83 degrees 20 minutes 18 seconds
West 225.00 feet
3. North 6 degrees, 39 minutes 42 seconds
East 387.20 feet to intersect the said
southerly side of a proposed twenty foot
widening strip, thence binding thereon
4. South 83 degrees 20 minutes 18 seconds
East 225.00 feet to the point of beginning.

LB CREDIT CORPORATION
SCHEDULE A

This schedule is to be attached to and becomes part of Lease or Lease and Security Agreement No. 2793008-1, between the undersigned and LB Credit Corporation.

New/ Used	Quantity	Description of Equipment	Serial No.
	1	Kolbus Automatic Nipper and Smasher Model FM405	364/1991 <i>atm</i>
	1	Kolbus Automatic Book Back Gluer Dryer Model RB 462 with Infeed Escapement Conveyor.	475/1991 <i>atm</i>
	1	Kolbus Automatic Compact 2000S-5 Flow Line	1232/91 <i>atm</i>
	1	Kolbus Automatic Building-In Machine Model FE 2000S	1222/1991 <i>atm</i>
	1	Kolbus Fully Automatic Three Knife Trimmer Model MDS	81/1991 <i>atm</i>

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

ADVANTAGE BOOK BINDING, INC.

By *Jerry Mow*

Its President

DJ

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Yegen Associates, Inc.

Address Mack Centre Drive, Paramus, NJ 07652

2. SECURED PARTY

Name Yegen Equity Loan Corp.

Address Mack Centre Drive, Paramus, NJ 07652

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A annexed hereto and by this reference made a part hereof.

See Exhibit B annexed hereto and by this reference made a part hereof for additional locations of collateral.

Assignment to: Alliance Funding Company, Inc.
135 Chestnut Ridge Road, Montvale, NJ 07645

NOT SUBJECT TO MARYLAND RECORDATION TAX TO PERFECT A SECURITY INTEREST IN INVENTORY, CONTRACT RIGHTS, GENERAL INTANGIBLES OR ACCOUNTS.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: George S. Ginsberg Secretary
(Signature of Debtor)

Yegen Associates, Inc.
Type or Print Above Name on Above Line

GEORGE S. GINSBERG SEC.
(Signature of Debtor)

Type or Print Above Signature on Above Line

By: George S. Ginsberg Secretary
(Signature of Secured Party)

Yegen Equity Loan Corp.
Type or Print Above Signature on Above Line

GEORGE S. GINSBERG SEC.

RETURN TO:
INFOSEARCH INC.
P. O. BOX 1110
ALBANY, NY 12201

21

H855393

RECORD FEE 21.00
\$12000 CWD RISE 7/5/83
12/12/91
NET R. ROSE
PA. CO. CIRCUIT COURT

EXHIBIT A

TO UCC-1 FINANCING STATEMENT BETWEEN YEGEN ASSOCIATES, INC., AS DEBTOR AND YEGEN EQUITY LOAN CORP., AS SECURED PARTY:

The Collateral shall include all of the right, title and interest of Debtor in, to and under the following described property, whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Debtor regardless of where located:

- (i) (x) all accounts, general intangibles and inventory consisting of rights of payment for service fees earned on loans originated for lenders now existing or hereafter created, (y) all accounts, general intangibles and inventory consisting of rights of payment and other rights arising under contracts for the sale by Debtor of consumer loans or contracts, including, without limitation, first mortgage, second mortgage, manufactured housing, marine, automobile, automobile leasing, recreational vehicles, home improvements, timeshare, revolving lines of credit and home equity "bridge" loans, now existing or hereafter created (such consumer loans or contracts and the loans referred to in clause (x) above being hereinafter referred to as the "Consumer Loans"), and (z) any and all promissory notes or other instruments, agreements, chattel paper and documents creating or evidencing any of the foregoing (the Consumer Loans and that referred to in clause (z) above being hereinafter referred to as the "Receivables"); and
- (ii) all accounts, general intangibles and inventory consisting of rights of payment and other rights in, to and arising under Consumer Loans now existing or hereafter created, and any and all promissory notes and other instruments, agreements, chattel paper and documents now existing or hereafter acquired by Debtor creating or evidencing Consumer Loans; and
- (iii) all accounts, general intangibles and inventory consisting of rights of payment now existing or hereafter created for commissions earned by Debtor on the sale of insurance;
- (iv) all property of every description, now or hereafter in the possession or custody of or in transit to Secured Party or an affiliate or agent of Secured Party for any purpose, including, without limitation, safekeeping, collection or pledge; and

(v) to the extent not otherwise included, all proceeds and products of each of the foregoing.

The Collateral shall not include any rights of payment and other rights in, to and arising as a result of those loans made by Debtor which are listed on Exhibit 1 attached hereto and made a part hereof.

YEGEN ASSOCIATES, INC.

By: George S. Hinsky, Secretary
Title:

YEGEN EQUITY LOAN CORP.

By: George S. Hinsky, Secretary
Title:

EXHIBIT 1

BOOK 575 PAGE 277

YEGEN ASSOCIATES, INC

10/29/91

YEGEN EQUITY LOAN CORP

GRANDFATHERED LOANS

OSVIANNIKOFF	05/06/86	50,000.00
KEEFER	04/07/87	216,623.15
HEGYI	06/16/88	69,625.38
STAMOS	12/22/88	90,000.00
MORSE	05/01/89	250,000.00

		676,248.53

YEGEN ASSOCIATES, INC.

LAY	04/28/89	19,135.25
HALL	05/01/89	22,385.57
MORENO	05/03/89	22,660.37
PHILLIPS	08/24/89	38,302.72

		102,483.91

TOTAL

778,732.44

YEGEN EQUITY LOAN CORP

INELIGIBLE LOANS

PAUL	02/16/90	29,454.81
COTE	06/18/90	20,437.34

		49,892.15

YEGEN ASSOCIATES, INC.

GARZA	10/05/89	42,086.25
TOTAL		-----
		91,978.40

YEGEN EQUITY LOAN CORP

UNREIMBURSED LOANS

LYNCH/FOGARTY	09/30/91	59,250.00
---------------	----------	-----------

YEGEN ASSOCIATES, INC.

LEE	10/11/91	148,000.00
TOTAL		-----
		207,250.00

GRAND TOTAL

1,077,960.84

EXHIBIT B
ADDITIONAL LOCATIONS OF COLLATERAL

Maryland

Maryland Trade Center I
7500 Greenway Center Drive
Suite 930
Greenbelt, MD 20770

Cromwell Center
809 Gleneagles Court
Suite 201
Towson, MD 21204



UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 538 FOLIO 475 ON _____ (DATE)

1. DEBTOR

Name Tan Line, Inc.
Address 7914 Wiltshire Court, Pasadena, Maryland 21122

2. SECURED PARTY

Name Sunchasters Incorporated
Address 13-A Wellham Avenue, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.) terminated</p>

DJ

RECORD FEE 10.00
POSTAGE .50

4587070 C603 R04 T08:42

12/13/91

Dated December 6, 1991

Jean Ann Bruce Pres.
(Signature of Secured Party)
JEAN ANN BRUCE
Type or Print Above Name on Above Line

(DJ)

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

285267

FINANCING STATEMENT

- 1. Name & Address of Debtor: KELCOR CORPORATION
611 Eliot Road
Pasadena, MD 21122
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1919A West Street
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

RECORD FEE 11.00

.50

RECORDATION TAX 12/13/91

12/13/91

MARY H. ROSE

COURT

11-50

1650

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

KELCOR CORPORATION

By: Ross M. Cory (SEAL)
Ross M. Cory, President

Secured Party:

SEVERN SAVINGS BANK, FSB

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

Parcel No. 1:

All those lots or parcels of ground, situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 13, 14, and 15, Block P, as shown on a Plat of ORCHARD BEACH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 32. The improvements thereon being known as No. 1005 Park Place.

BEING the same property which by deed dated November 21, 1991 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ASSOCIATES FINANCIAL SERVICES OF MARYLAND, INC. unto KELCOR CORPORATION.

Parcel No. 2:

BEING KNOWN AND DESIGNATED as Lots Nos. 23 and 24, Block N, as shown on a Plat of ORCHARD BEACH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 32.

BEING the same property which by deed dated November 6, 1991 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ROSS M. CORY unto KELCOR CORPORATION.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Westinghouse Security Systems, INC.

Address Elkrige Landing Road and Nursery Road, Mail Stop 4415, Linthicum, Maryland 21090

2. SECURED PARTY

Name Barclays Bank PLC, as Agent

Address 75 Wall Street

New York, New York 10265

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 13.00

.50

3. Maturity date of obligation (if any)

4263070 0263 001 T10:58

12/16/91

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto.

Name and address of Assignee SA CO. DISTRICT COURT

Filed with: County Clerk's Office Anne Arundel County.

Not subject to recordation tax, as this UCC perfects a security interest in general intangibles. Value of equipment \$0.00.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

773-6

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1350

(Signature of Debtor)

WESTINGHOUSE SECURITY SYSTEMS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

BARCLAYS BANK PLC, as Agent

Type or Print Above Signature on Above Line



1. Debtor: Westinghouse Security Systems, Inc.
Elkridge Landing Road and Nursery Road
Mail Stop 4415,
Linthicum, Maryland 21090
2. Secured Party: Barclays Bank PLC, as Agent
75 Wall Street
New York, New York 10265
Attn: Legal Department
3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):
 - (i) its general partnership interest in the Limited Partnership and the Partnership Agreement (including, without limitation, all its rights, title and interest as a general partner to participate in the operation or management of the Limited Partnership and all its rights to property, assets, partnership interest and distributions under the Partnership Agreement in respect of such general partnership interest);
 - (ii) all Accounts arising out of the Partnership Agreement in respect of the Debtor's general partnership interest;
 - (iii) all General Intangibles arising out of or constituted by the Partnership Agreement in respect of the Debtor's general partnership interest; and
 - (iv) to the extent not otherwise included, all Proceeds of any and all of the foregoing.
4. The following terms which are defined in the Uniform Commercial Code in effect on the date hereof are used herein as therein defined: Accounts, General Intangibles and Proceeds; and the following terms shall have the following meanings:

"Limited Partnership": Westinghouse Security Systems, L.P., a Delaware limited partnership.

"Partnership Agreement": the Agreement of Limited Partnership of the Limited Partnership dated as of November

15, 1991, as amended, supplemented or otherwise modified from time to time.

5. The Collateral is more fully described in the Assignment and Security Agreement dated as of November 15, 1991 made by the Debtor in favor of the Secured Party, as amended, supplemented or otherwise modified from time to time.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Westinghouse Security Systems, L.P.
 Address c/o Westinghouse Security Systems Inc., its general partner
Elkridge Landing Road and Nursery Road, Mail Stop 4415
Linthicum, Maryland 21090

2. SECURED PARTY

Name Barclays Bank PLC, as Agent
 Address 75 Wall Street, New York, New York 10265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto.

Name and address of Assignee
 AP ID. CIRCUIT COURT

Filed with: County Clerk's Office Anne Arundel County

Not subject to recordation tax, as this UCC perfects a security interest in general intangibles.
 Value of equipment \$0.00.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

773-L

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
 (Signature of Debtor)
 WESTINGHOUSE SECURITY SYSTEMS, L.P.
 By WESTINGHOUSE SECURITY SYSTEMS INC., its general partner
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

[Signature] AUP
 (Signature of Secured Party)
 BARCLAYS BANK PLC., as Agent
 Type or Print Above Signature on Above Line

1. Debtor: Westinghouse Security Systems, L.P.
c/o Westinghouse Security Systems, Inc.,
its general partner
Elkridge Landing Road and Nursery Road
Mail Stop 4415,
Linthicum, Maryland 21090
2. Secured Party: Barclays Bank PLC, as Agent
75 Wall Street
New York, New York 10265
Attn: Legal Department
3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):
 - (i) all Accounts;
 - (ii) all Chattel Paper;
 - (iii) all Contracts;
 - (iv) all Documents;
 - (v) all General Intangibles (including, without limitation, the Accounts (as defined in the Credit Agreement));
 - (vi) all Goods;
 - (vii) all Instruments;
 - (viii) all rights in any Seller Reserve; and
 - (ix) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.
4. The following terms which are defined in the Uniform Commercial Code in effect on the date hereof are used herein as therein defined: Accounts, Chattel Paper, Documents, General Intangibles, Goods, Instruments and Proceeds; and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Contracts" means the Operational Services Agreement, dated as of November 15, 1991, between the Debtor and Westinghouse Electric Company, as the same may be amended, supplemented or otherwise modified from time to time, and all Contracts as defined in such Operational Services Agreement including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Credit Agreement" means the Credit Agreement, dated as of November 15, 1991, among the Debtor, the banks and other financial institutions party thereto and the Secured Party, as amended, supplemented or otherwise modified from time to time.

"Security Agreement" means this Security Agreement, dated as of November 15, 1991, made by the Debtor in favor the Secured Party, as amended, supplemented or otherwise modified from time to time.

"Seller Reserve" has the meaning ascribed to such term in the Credit Agreement.

5. The Collateral is more fully described in the Security Agreement.

6 of 7

Tax ID 3-000-26475505

To Be Recorded In The Land Not Subject To Recording Tax
Records And In The Chattel
Records Of Anne Arundel County,
Maryland, And Among The Financing
Statement Records Of The
Maryland State Department
of Assessments and Taxation

285284

MARYLAND

FINANCING STATEMENT

RETURN TO
Commonwealth Land Title Insurance Company
1828 L Street, N.W., Suite 301
Washington, D.C. 20036
Attn: Metro Commercial Department

- 1. Debtor: B. F. Saul Real Estate
Investment Trust
8401 Connecticut Avenue
Chevy Chase, Maryland 20815
- 2. Secured Parties: Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attention: Aetna Realty
Investors, Inc.
and
Aetna Casualty & Surety
Company of Illinois
CityPlace
Hartford, Connecticut 06156
Attention: Aetna Realty
Investors, Inc.

RECORD FEE 25.00
STAMP .50
RECORDED 2005 JUN 21 10
12/17/91
MAY 11 1995

- 3. The Debtor grants to the Secured Parties a security interest in, and this Financing Statement covers:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows

55



and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
 - c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust and Security Agreement or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - d. All rents, profits, and benefits to the extent they may constitute contract rights, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Parties all of the Debtor's right, title and interest in and to, and grants to the Secured Parties a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Parties to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Parties, which security interest shall be independent of and in addition to any right of set-off which the Secured Parties may have.
5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in the County of Anne

Arundel, Maryland, and described in a Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records of the County of Anne Arundel, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Parties. The aforementioned Deed of Trust and Security Agreement serves as the security agreement which creates the security interest evidenced by this financing statement.

6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

B. F. SAUL REAL ESTATE INVESTMENT TRUST

By: 

B. Francis Saul II, Chairman

(SEAL)



DATE: December 13, 1991

TO FILING OFFICER: After this Statement has been recorded, please return to:

William R. Naehner
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

AACO.FS
18950\993

LEGAL DESCRIPTION

Being part of the land conveyed by Louis Edgar Pumphrey and wife, to Richmond Homes, Inc., by a Deed dated April 15, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 918 at Folio 343 and also being part of the land included in a Lease Agreement dated July 31, 1961 recorded among the said Land Records in Liber 1534 at Folio 355, as amended by five agreements, one dated July 31, 1961 and unrecorded, one dated December 28, 1961 and recorded among the aforesaid Land Records in Liber 1534 at Folio 391, one dated July 2, 1962 and recorded among the aforesaid Land Records in Liber 1577 at Folio 474, one dated November 1, 1962 and recorded among the aforesaid Land Records in Liber GTC 1620 at Folio 177, and one dated November 30, 1965 and recorded among the aforesaid Land Records in Liber 1929 at Folio 394, and being more particularly described as follows, in Maryland State North Grid

Beginning for the same at a point in the northwesterly line of the land acquired by the Baltimore Gas and Electric Company by Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said right-of-way

PART I

- 1) North 38 36' 13" West, 76.67 feet to a point, then
- 2) North 35 25'" West, 186.99 feet to a point, then leaving said right-of-way
- 3) North 54 34' 18" East, 700.00 feet to a point, then
- 4) South 35 25' 25" East, 358.94 feet to a point, then
- 5) South 62 22' 45" West, 702.26 feet to the point of beginning containing 217,505 square feet or 4.99323 acres of land.

PART II

Beginning for the same at a point in the southeasterly line of the land acquired by the Baltimore Gas and Electric Company by

EXHIBIT "A"

Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said southeasterly side of said Baltimore Gas and Electric Company

- 1) North 62 22' 45" East, 762.24 feet to a point at the westerly corner of a plat of subdivision entitled "Section Two, Americana Harundale", and recorded among the said Land Records in Plat Book 35 at Plat 45, then running with the southerly lines of the said plat the following two courses
- 2) South 62 25' 25" East, 552.04 feet to a point, then
- 3) South 80 10' 25" East, 1,120.18 feet to a point, then
- 4) South 09 49' 34" West, 86.84 feet to a point at the end of the 1st or North 10 02' 56" East, 613.15 foot line of Parcel "B" as described in a lease agreement between Richmond Homes, Inc. and Giant Food Inc., dated November 1, 1962 and recorded among the said Land Records in Liber 1620 at Folio 214, then with the outline of said Parcel "B", the following four courses, rotated
- 5) South 43 37' 32" East, 104.61 feet to a point, then
- 6) South 37 31' 08" East, 400.20 feet to a point, then
- 7) 264.58 feet along the arc of a curve to the right having a radius of 395.00 feet and a chord bearing and distance of South 17 58' 05" East, 259.68 feet, then
- 8) South 46 22' 28" West, 62.20 feet to a point on the northerly side of a 100 foot wide right-of-way for Mountain Road, then with a part of said northerly right-of-way
- 9) North 80 10' 25" West, 1,570.66 feet to a point, then
- 10) 1,156.30 feet along the arc of a curve to the right having a radius of 1,839.85 feet and a chord bearing and distance of North 62 10' 09" West, 1,137.35 feet, then
- 11) North 39 05' 49" West, 81.17 feet to the point of beginning containing 1,631,087 square feet or 37.44461 acres of land.

TOGETHER WITH the right to extend roads, streets and alleys across, to cross and to use the land acquired by Baltimore Gas and Electric Company by the aforesaid Inquisition, subject to the terms and conditions set forth therein.

LESS AND EXCEPT, all that certain parcel of land granted and conveyed to the State of Maryland to the use of the State Highway Administration of the Department of Transportation by deed dated July 5, 1989, and recorded among the land records of Anne Arundel County, Maryland in Liber 5005 at folio 141.

SDLEG/12-12-91
18950\993 WRN

7 of 7

BOOK 575 PAGE 295

TAX ID 3-000-26475505
NOT SUBJECT TO
RECORDATION TAX

STATEMENT OF AMENDMENT

File number of original Financing Statement: 575-289

Date of filing: 12-17-91

Recordation reference: Chattel Records of Anne Arundel
County, Maryland

1. Debtor: B.F. Saul Real Estate Investment Trust
8401 Connecticut Avenue
Chevy Chase, Maryland 20815

TW

2. Secured Party: The Aetna Casualty and Surety Company
CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty Investors, Inc.

RECORD FEE 10.00
POSTAGE .50

3. Amendment:

0264960 0263 001 112:10
12/17/91

The Agreement of Modification, Severance and Consolidation
and Supplemental Deed of Trust and Security Agreement
referenced in the original Financing Statement has been
modified by instruments dated November 21, 1986, and of even
date herewith by and among Debtor, Secured Party, and
others.

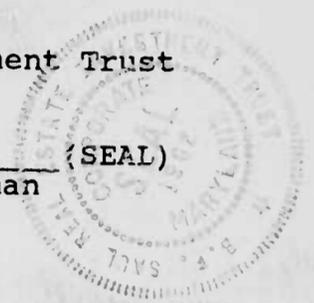
Date: December 13, 1991

RETURN TO
Commonwealth Land Title Insurance Company
1828 L Street, N.W., Suite 301
Washington, D.C. 20036
Attn: Metro Commercial Department

DEBTOR:

B.F. Saul Real Estate Investment Trust

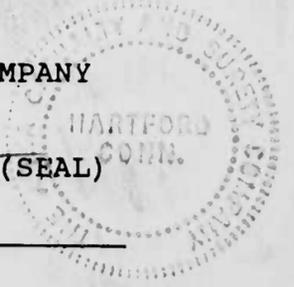
By: [Signature]
B. Francis Saul II, Chairman (SEAL)



SECURED PARTY:

THE AETNA CASUALTY AND SURETY COMPANY

By: [Signature] (SEAL)
Its _____



10-2



TO FILING OFFICER: After this Statement has been recorded,
please return to:

William R. Naeher
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

AACO-M.FS2/12-11-91
18950\993 WRN

CHATTEL RECORDS OF ANNE ARUNDEL COUNTY

RECORDATION TAX PAID AT STATE DEPT. OF ASSESSMENTS & TAXATION

Not subject to Recordation Tax
Subject to Recordation Tax; Principal Amount is \$250,000.00
To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND 285284

Express Mart No. 2, Inc., t/a
Soda Pop Shop (Name) and t/a
Soda Pop Shop Mart
8396 Quailwood Lane
(Address)

Attn: Bradley D. Pingrey
(Name of Loan Officer)
18 West Street
(Address)

Pasadena, Maryland 21122

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivables, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to; or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Trust Realty, 717 North Point Blvd., Balto., MD
Debtor: Dash In Food Stores, Inc., 3003 Northwind Rd., Balto., MD 21234 21224

3. S&S Realty and Investments, 7705 Quarterfield Rd., Glen Burnie, MD 21061
Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

13-59

DEBTOR (OR ASSIGNOR) DEBTOR (OR ASSIGNOR)
EXPRESS MART NO. 2, INC., t/a Soda Pop Shop and t/a Soda Pop Shop Mart
By: Robert Ethridge, President (Seal) (Seal)
(Signature) (Signature)
(Print or Type Name) (Print or Type Name)

RETURN TO:
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
L1084

285284

EXPRESS MART NO. 2, INC., t/a
Soda Pop Shop Mart
Soda Pop Shop Mart
8396 Quailwood Lane
(Address)
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Bradley D. Pingrey
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, drafts, acceptances, documents, general tax refunds, notes, notes receivable, contract rights, accounts receivables, including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, contracts, bonds, leasehold improvements, advances, deposits, trademarks, licenses, stocks, certificates, life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall hereinafter be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors interest under any other security agreement, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to; or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.
Record Owner, if different from the Trust Realty, 717 North Point Blvd., Balto., MD
Debtor: Dash In Food Stores, Inc., 3003 Northwind Rd., Balto., MD 21234
S&S Realty and Investments, 7705 Quarterfield Rd., Glen Burnie, MD 21061

3. Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

EXPRESS MART NO. 2, INC., t/a Soda Pop Shop
and t/a Soda Pop Shop Mart
BY: Robert Ethridge, President
(Signature) (Seal)
(Print or Type Name)
DEBTOR (OR ASSIGNEE)
(Signature) (Seal)
(Print or Type Name)

12.00
.50
12/17/91
M. ROSE

RETURN TO
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
41084

ANNE ARUNDEL COUNTY
LAND RECORDS

MARYLAND FINANCING STATEMENT

BOOK 575 PAGE 298

RECORDATION TAX PAID AT STATE DEPT. OF ASSESSMENTS & TAXATION

Not subject to Recordation Tax

Subject to Recordation Tax; Principal Amount is \$ 250,000.00

To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

285284

EXPRESS MART NO. 2, INC., t/a
Soda Pop Shop (Name) and t/a
Soda Pop Shop Mart
8396 Quailwood Lane
(Address)

Attn: Bradley D. Pingrey
(Name of Loan Officer)

18 West Street
(Address)

Pasadena, Maryland 21122

Annapolis, Maryland 21041

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivables, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

FEE 13.00

AGE .50

12/17/91

MARY M. ROSE

COURT

2. The collateral property is affixed or to be affixed to; or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Trust Realty, 717 North Point Blvd., Balto., MD
Debtor: Dash In Food Stores, Inc., 3003 Northwind Rd., Balto., MD 21234 21224
S&S Realty and Investments, 7705 Quarterfield Rd., Glen Burnie, MD 21061

3. Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR) DEBTOR (OR ASSIGNOR)
EXPRESS MART NO. 2, INC., t/a Soda Pop Shop and t/a Soda Pop Shop Mart
By: Robert Ethridge, President (Seal) (Seal)
(Signature) (Signature)
(Print or Type Name) (Print or Type Name)

135

RETURN TO:
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
41084

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475 Page No. 420
Identification No. 252962 Dated 6/6/84

1. Debtor(s) M. and R. Corporation
Name or Names—Print or Type
7845 Oakwood Road, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party United Bank and Trust Company of Maryland
Name or Names—Print or Type
9420 Pennsylvania Ave., Upper Marlboro, MD 20772
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Others: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION 252962 02/13/91 115413</p>

TW
10.00
.50
12/17/91

MARY M. ROSE
CIRCUIT COURT

Dated: November 18, 1991
United Bank and Trust Company of Maryland
Name of Secured Party
By: Michael K. Kuhns
Signature of Secured Party
Michael K. Kuhns, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-2

RETURN TO:
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
61004

Anne Arundel County

BOOK 575 PAGE 300

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475 Page No. 421
Identification No. 252963 Dated 6/6/84

1. Debtor(s) { R.S. Pharmacy, Inc.
Name or Names—Print or Type
325 Hospital Drive, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { United Bank and Trust Company of Maryland
Name or Names—Print or Type
9420 Pennsylvania Ave., Upper Marlboro, MD 20772
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Others <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#252963 0263 R01 T15:14
12/17/91
MARY M. ROSE

Dated: November 18, 1991 United Bank and Trust Company of Maryland
Name of Secured Party
By: [Signature]
Signature of Secured Party
Michael K. Kuhns, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10. 20

RETURN TO
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
21334

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber # 512 Page No. 40--
Identification No. 267706 Dated 4/16/87

1. Debtor(s) { R.S. Pharmacy, Inc.
Name or Names—Print or Type
P.O. Box 40, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { United Bank and Trust Company of Maryland
Name or Names—Print or Type
9420 Pennsylvania Ave., Upper Marlboro, MD 20772
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
4245090 0263 101 115:14
12/17/91
MARY M. ROSE
CIRCUIT COURT

Dated: November 18, 1991 United Bank and Trust Company of Maryland
Name of Secured Party
By: [Signature]
Signature of Secured Party
Michael K. Kuhns, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

105

RETURN TO:
SISKIND, BURCH, GRADY & ROSEN
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
L1384

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 273
Identification No. 259490 Dated 11/15/85

1. Debtor(s) M. and R. Corporation
Name or Names—Print or Type
7845 Oakwood Road Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party United Bank and Trust Company of Maryland
Name or Names—Print or Type
9420 Pennsylvania Ave., Upper Marlboro, MD 20772
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Others (Indicate whether amendment, termination, etc.) TERMINATION

RECORDING FEE 10.00
POSTAGE .50
#263100 0263 601 115114
12/17/91
MARY H. ROSE
AA CO. CIRCUIT COURT

Dated: November 18, 1991 United Bank and Trust Company of Maryland
Name of Secured Party
By: [Signature]
Signature of Secured Party
Michael K. Kuhns, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-50

RETURN TO:
SISKIND, BURCH, GRADY & ROSEN
12 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
LIBBY

Anne Arundel County

BOOK 575 PAGE 303

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 354
Identification No. 259545 Dated 11/15/85

1. Debtor(s) { R. S. Pharmacy, Inc.
Name or Names—Print or Type
325 Hospital Drive, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { United Bank and Trust Company of Maryland
Name or Names—Print or Type
9420 Pennsylvania Ave., Upper Marlboro, MD 20772
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE 50
RECEIVED 11/16/91 11:15
12/17/91
MARY H. ROSE
AN CO. CIRCUIT COURT

Dated: November 18, 1991 United Bank and Trust Company of Maryland
Name of Secured Party
By: Michael K. Kuhns
Signature of Secured Party
Michael K. Kuhns, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-2

RETURN TO:
BISKIND, BURCH, GRADY & ROSE
2 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
41364

TW

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Royal Electric, Inc.
95 Grand Avenue
Pawtucket, Rhode Island 02862

2. Secured Party(ies) and address(es)

See Attached Exhibit A

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 385400

~~Circuit Court - Maryland~~
Anne Arundel County Clerk of Date Filed August 6 1990

RECORD FEE 12.00
FEE .00
HDK

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

Inventory, Equipment, Accounts, Monies and General Intangibles

No. of additional Sheets presented: 2

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: See Attached Exhibit B
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



EXHIBIT A

Names and Addresses of Secured Parties

Northwestern National Life
Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

The North Atlantic Life Insurance
Company of America
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Ministers Life - A Mutual Life
Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Western State Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

The Security Mutual Life Insurance
Company of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

0950W

HDR

EXHIBIT B

Signitures of Secured Parties

Northwestern National Life
Insurance Company

By: *Edward B. Krolaker, Jr.*
Its: Edward B. Krolaker, Jr.
Authorized Representative

The North Atlantic Life
Insurance Company of America

By: *Edward B. Krolaker, Jr.*
Its: Edward B. Krolaker, Jr.
Assistant Treasurer

Northern Life Insurance
Company

By: *Edward B. Krolaker, Jr.*
Its: Edward B. Krolaker, Jr.
Assistant Treasurer

Ministers Life - A Mutual Life
Insurance Company

By: *Kevin J. Stangler*
Its: KEVIN J. STANGLER
Senior Vice President
& Chief Financial Officer

Western State Life Insurance
Company By Its Agent, THE MUTUAL GROUP (U.S.), INC.

By: *Kevin W. Hammond*
Its: Vice President

The Security Mutual Life
Insurance Company of
Lincoln, Nebraska

By: *Kevin W. Hammond*
Its: Kevin W. Hammond
Vice President - Investments

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

3. ~~XXXXXXXXXXXXXXXXXX~~

1. Debtor(s) (Last Name First) and Address(es)

Berlitz Marine
5910 Vacation Lane
Deale, Md. 20751

2. Secured Party(ies) and Address(es)

General Motors Acceptance Corporation
849 International Drive
Linthicum Heights, Md. 21090

This statement refers to original Financing Statement No. 275460

Date Filed 11/25 19 88

Book 534 Page 585

For Filing Officer
(Date, Time, Number, and Filing Office)

- 4. Continuation - The original Financing Statement bearing file number shown above, is still effective.
- 5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
- 6. Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.
- 9.

General Motors Acceptance Corporation

By: _____
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

(1) FILING OFFICER COPY - ALPHABETICAL

GMAC UCC-3 7-89

1050

By: J. Brimmer
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD Asst. Sec.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es) Rental Works 1919 Lincoln Drive Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Bil-Jax, Inc. 595 E. Lugbill Road Archbold, OH 43502	3 For Filing Officer (Date, Time, Number, and Filing Office) 555-71
---	---	---

This statement refers to original Financing Statement No. 7798000055 R02 Dated May 16, 1990

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input checked="" type="checkbox"/> TERMINATION
--	---	---	---

RECORD FEE 10.00
 FEE .30
 #02330 080 MS 71046
 12/11/91

Dated: 10:50 November 26, 19 91

By: *[Signature]* Bil-Jax, Inc.
 (Signature of Secured Party)

Filing Office Copy - Alphabetical

STANDARD FORM -
 UNIFORM COMMERCIAL CODE - UCC-3

This form is approved by
 the Secretary of State

anderson publishing co. cincinnati, ohio 45201
 (Reprinted 8/10)



FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

RECORD FEE 18.00
POSTAGE .50
#295870 C489 R02 T12:51
12/17/91
MARY M. ROSE
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: LOVELL REGENCY HOMES LIMITED PARTNERSHIP
c/o Y. J. Lovell (America) Inc.
102 Old Solomons Island Road
Annapolis, Maryland 21401
2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Mail Stop #021901
Attn: Real Estate Industries Group

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and

18.00
50

agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Eleventh Amendment to Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

BOOK 575 PAGE 310

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Numbered Forty-One (41) as shown on a Plat entitled, "Final Plat Section II, Lots 38-51 KINGSBROOK P.U.D. Hendon Wood", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 43, folio 100.

4010W

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES INC.,
GENERAL PARTNER

By: John D. Kuhn, Jr. (SEAL)

Its President

Filing Officer: After recordation, please return this Financing Statement to: Capitol Title Insurance Agency, Inc.
102 Old Solomons Island Rd. #3000
Annapolis, MD 21401
Patricia A. Rowe
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. 271699 523-238 2/19/88

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

The Hardaway Company
Box 1360
Columbus, GA 31993

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
P.O. Box K-224
Richmond, VA 23288

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50
#296500 C489 R02 T14:16
12/17/91

MARY H. ROSE

AS CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

The Hardaway Company
P.O. Box 240
Odenton, Md. 21113

603591 (8-82)

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

Virginia K. Mills

STATE OF MARYLAND

BOOK 575 PAGE 313

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282192

Book 561 Page 199

RECORDED IN LIBER _____ FOLIO _____ ON 10/18/90 w/ Anne Arundel County

1. DEBTOR

Name The Hardaway Co.
Address P.O. Box 240, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
#296510 C489 R02 T14:17
12/17/91

2. SECURED PARTY

Name KDC Financial Corp.
Address 3201 N. Wolf Road, Franklin Park, IL 60131

MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

The Hardaway Company
P.O. Box 240
Odenton, Md. 21113

Dated _____

M. M. Rose

(Signature of Secured Party)

KDC Financial Corp.
Type or Print Above Name on Above Line

FN109001.FIS
0960:L
08/08/91

BOOK 575 PAGE 314

195
RETURN TO: 4-115502-03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE
PIN ST RECORDS OF
ANNE ARUNDEL County

285271

RECORD FEE 18.00
POSTAGE .50
#297390 C489 R02 T12:16
12/18/91
MARY M. ROSE
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: NBP-II LIMITED PARTNERSHIP
c/o The KMS Group
One Center Park
Columbia, Maryland 21045
2. NAME AND ADDRESS OF DEBTOR: THE FIRST NATIONAL BANK OF
MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203
Attn: Commercial Real Estate
Division 109-900

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described

1800

in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Patricia A. Brian and Anna M. Marcellino, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the

right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

NBP-II LIMITED PARTNERSHIP

By: Constellation Properties, Inc.,
General Partner

By: JAMES W. JEFFCOAT
Name: JAMES W. JEFFCOAT
Title: TREASURER & ASST. SEC.

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

Being known and designated as Lot No. 6, and Lot No. 7
entitled, Phase Two, a Major Subdivision of Parcels C & F,
previously recorded in Plat Book No. 112, page 38, Tax Map
13, 20 Blocks 3, 4, 16, 21, 22, parcels 189, 34, 65, 67,
The National Business Park, Sheet 4 of 6, which Plat is
recorded among the Land Records of Anne Arundel County in
Plat Book No. 114, folio 15, plat No. 5989.

Being one of the lots of ground described in Deed dated
December 2, 1988, and recorded among the Land Records of
Anne Arundel County in Liber 4751, folio 293, which was
granted and conveyed by Jolly Acres Limited Partnership
to NBP II Limited Partnership.

Mail to Chicago Title

NOTE: Send ONLY first page to the Department of State. Pages 3 and 4 are for your records. Check with the

You will receive a computer receipt. Pages 1 & 2 are for County filing only. Prothonotary of the County for proper use of this form in that County.

PARTIES

Debtor name (last name first if individual) and mailing address:

Cardinal Financial Company
Limited Partnership
355 E. Street
Road
Trevose, PA 19047

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

Corestates Bank, N.A as successor to
First Pennsylvania Bank, N.A
Centre Square West (17th Fl.
1500 Market Street
Philadelphia, PA 19101

2

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Corestates Bank, N.A as successor to
First Pennsylvania Bank, N.A

Deborah K. Kahn, OO

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on
reverse side of page 4 before completing

Filing No. (stamped by filing officer): **BOOK 575 PAGE 318** Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of Anne Arundel, MD County.
- Real Estate Records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 279413
filed with the: 549 277

- Secretary of the Commonwealth on (date) _____
- Prothonotary of Anne Arundel MD County on (date) 12/14/89
- Real Estate Records of _____ County on (date) _____

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Continuation - The original Financing Statement identified above is still effective.
- Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

Termination

RECORD FILE 11.00
12/18/91
MARY M. ROSE
14th CO. DISTRICT COURT

11

RETURN RECEIPT TO:

CoreStates Bank, N.A.
LOAN ACCT DEPT. F.C. 01-003-91-60
PO BOX 7558
PHILADELPHIA, PA 19101

12/13/91 CA

12

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 569 Page No. 375
Identification No. 284021 Dated _____

1. Debtor(s) { Ernest J. Litty, Jr.
Name or Names—Print or Type c/o Leimbach Construction &
Development Corporation
P. O. Box 364, Millersville, Maryland 21108
Address—Street No., City - County State Zip Code

2. Secured Party { Farmers National Bank of Maryland
Name or Names—Print or Type
5 Church Circle, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination <u>10.00</u> FEE REFUND <u>.50</u></p>

MD28710 0263 401 109133
12/12/91
MARY N. ROSE
33 CO. CIRCUIT COURT

Dated: December 9, 1991

FARMERS NATIONAL BANK OF MARYLAND
Name of Secured Party
[Signature]
Signature of Secured Party
John M. Suit, II, President
Type or Print (Include Title if Company)

10
8

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 126586

RECORDED IN LIBER 204 FOLIO 588 ON January 29, 1971 (DATE) and
also recorded in Liber 2385, Folio 589 on January 29, 1971, in the Land Records
1. DEBTOR of Anne Arundel County, Maryland

Name Americana Glen Burnie Joint Venture, a Maryland Joint Venture
Robert E. Friedman, Senior Vice Pres., Carl M. Freeman Associates, Inc.
Address 1400 Spring Street, Silver Spring, Maryland 20910

2. SECURED PARTY

Name John Hancock Mutual Life Insurance Company

Address 200 Berkeley Street, Boston, Massachusetts 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

10.00
.50
#265720 0263 001 709134

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between
the foregoing Debtor and Secured Party,
bearing the file number shown above, is
still effective.

B. Partial Release
From the collateral described in the financing
statement bearing the file number shown
above, the Secured Party releases the follow-
ing:

C. Assignment
The Secured Party certifies that the Secured Party has
assigned to the Assignee whose name and address is
shown below, Secured Party's rights under the financ-
ing statement bearing the file number, shown above in
the following property:

D. Other:
(Indicate whether amendment, termi-
nation, etc.)

J.H. #6511218

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Dated December 2, 1991


Edward P. Dowd
Vice President
(Signature of Secured Party)

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Type or Print Above Name on Above Line



D&H FILE NO.: 7404

KFSB FILE NO.: 01-010016146

BOOK 575 PAGE 322

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENTS, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

ROLL NO. 560

PAGE NO. 252

IDENTIFICATION NO. 281959

DATED: 9/19/90

NORTH COUNTY ASSOCIATES, INC.

1. DEBTORS 528 Tayman Drive
Annapolis, MD 21403

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MD 21117

3. MATURITY DATE (if any) _____

4. CHECK APPLICABLE STATEMENT

<p>A. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. PARTIAL RELEASE <input checked="" type="checkbox"/> XX From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:</p>
<p>C. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. OTHER: _____ (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED AS: Lot No. 3 as shown on the Plat entitled "Minor Subdivision Lots 1-4, Earleigh Woods" as recorded in Anne Arundel County, Maryland in Plat Book 128, page 13.

DATED: July 31, 1991

KEY FEDERAL SAVINGS BANK

Name of Secured Party

BY: *D. W. Hume*

Signature of Secured Party

Daniel W. Hume, Vice President

Type or Print (Include Title if Company)

AFTER RECORDATION RETURN TO:

Dackman & Heyman
Lissette
2221 Maryland Avenue
Baltimore, MD 21218

7404 | ALL

10
80

Financing

D&H FILE NO.: 7404

KFSB FILE NO.: 01-010016147 BOOK 575 PAGE 323

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENTS, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

ROLL NO. 560

PAGE NO. 250

IDENTIFICATION NO. _____

DATED: 9/19/90

NORTH COUNTY ASSOCIATES, INC.

1. DEBTORS 528 Tayman Drive

Annapolis, MD 21403

2. SECURED PARTY KEY FEDERAL SAVINGS BANK

7F GWYNNS MILL COURT

OWINGS MILLS, MD 21117

3. MATURITY DATE (If any) _____

RECORD FEE 10.00

4. CHECK APPLICABLE STATEMENT

MORTGAGE .50

RD45840 C263/101 109+39

<p>A. CONTINUATION _____ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. PARTIAL RELEASE <u>XX</u> From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:</p>
<p>C. ASSIGNMENT _____ The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. OTHER: _____ (Indicate whether amendment, termination, etc.)</p>

12/19/91

ROSE

DB CO. DISTRICT COURT

BEING KNOWN AND DESIGNATED AS: Lot No. 3 as shown on the Plat entitled "Minor Subdivision Lots 1-4, Earleigh Woods" as recorded in Anne Arundel County, Maryland in Plat Book 128, page 13.

DATED: July 31, 1991

KEY FEDERAL SAVINGS BANK

Name of Secured Party

BY: [Signature]

Signature of Secured Party

Daniel W. Hume, Vice President

Type or Print (Include Title if Company)

AFTER RECORDATION RETURN TO:
Dackman & Heyman
Lissette
2221 Maryland Avenue
Baltimore, MD 21218
7404/ALL

105
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FINANCING



FILE NO.: _____
KFSB FILE NO.: 01-010015941

BOOK **575** PAGE **324**

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENTS, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

ROLL NO. 544

PAGE NO. 273

IDENTIFICATION NO. _____

DATED: 8/3/89

NORTH COUNTY ASSOCIATES, INC.

1. DEBTORS 528 Tayman Drive
Annapolis, MD 21403

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MD 21117

3. MATURITY DATE (If any) _____

4. CHECK APPLICABLE STATEMENT

<p>A. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. PARTIAL RELEASE <u>XX</u> From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following: <u>POSTAGE</u></p>
<p>C. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. OTHER: _____ (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED AS: Lot No. 3 as shown on a plat entitled "Minor Subdivision Lots 1 through 4 Earleigh Woods Subdivision" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 128 folio 13.

DATED: July 31, 1991

KEY FEDERAL SAVINGS BANK

Name of Secured Party

BY: _____

Signature of Secured Party

Daniel W. Hume, Vice President
Type or Print (Include Title if Company)

AFTER RECORDATION RETURN TO:
Dackman, Heyman and Dackman
2221 Maryland Avenue
Baltimore, MD 21218
7404/ALL

105
52

FINANCING

12.50

Ann Aurdal

BOOK 575 PAGE 325

MARYLAND FINANCING STATEMENT

285273

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Laurie A. Bertine T/A ARGYLE KITCHEN
 (Name or Names)
177 Defense Hwy Annapolis Md. 21401
 (Address) CFSL 4928

LESSEE: _____
 (Name or Names)

 (Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234 RECORD FEE 12.00

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association POSTAGE .50
 Of LESSOR: _____ (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234 0263 001 709:51
 (Address)

4. This financing Statement covers the following types (or items) of property: 12/18/91
Xerox 1025 Copier MARY N. ROSE
 MD CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Laurie A. Bertine T/A Argyle Kitchen</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>L.A. Bertine</u> owner (Title)	By: <u>Donald A. Lounsbury</u> Credit Manager (Title)
<u>LAURIE A. BERTINE</u> (Type or print name of signer)	<u>Donald A. Lounsbury</u> (Type or print name of signer)
By: _____ (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> 9506 Harford Road Baltimore, MD 21234
_____ (Type or print name of signer)	

1250



To be Recorded:

- Among the Financing Statement Records of Anne Arundel County, Maryland
- Among the Records of the Maryland State Department of Assessments and Taxation.

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland

FINANCING STATEMENT

Debtor: TREMONT-DUET, INCORPORATED
703 Nursery Road
Linthicum, MD 21090

Secured Party: MARYLAND NATIONAL BANK
100 S. Charles Street
Baltimore, MD 21201

Attn: James Henry
Vice President

RECORD FEE 11.00

#265970 0263 R01 709154

1. This Financing Statement covers all of, and the Debtor hereby grants the Secured Party a security interest in, the Debtor's right, title and interest in and to all of the following property and assets, whether now owned or hereafter created or acquired and wherever situated:

12/18/91

ROSE

AS CO. CIRCUIT COURT

a. The Agreement dated as of December 9, 1991 between the Debtor and Halperin Distributing Corporation (the "Agreement"); and

b. All moneys and claims for money due and to become due to the Debtor under the Agreement (other than \$92,000 of the initial \$150,000 advance to be made pursuant to Section 2(d) thereof) and all claims for damages arising out of the breach of the Agreement; and

c. Any proceeds of the foregoing.

2. The Debtor certifies that no recordation tax is due in connection with the filing of this financing statement.

Debtor:

TREMONT-DUET, INCORPORATED

By: Robert G. Pruitt (SEAL)
Robert G. Pruitt
President

FILING OFFICER: AFTER RECORDING PLEASE RETURN TO:

GEORGE F. JONES, ESQUIRE
OBER, KALER, GRIMES & SHRIVER
120 EAST BALTIMORE STREET
BALTIMORE, MARYLAND 21202-1643
(301) 685-1120



575 - 327

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331

332

#'s not used
sh be Land

12-18-91

575 - 327

328

329

330

331

332

#'s not used
sh be Land

12-18-91

575 - 327

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#'s not used
sh be Land

12-18-91

575 - 327

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#'s not used
sh be Land

12-18-91

575 - 327

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#'s not used
sh be Land

12-18-91

575 - 327

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331

332

#'s not used
sh be Land

12-18-91

285275

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) CHURCH, DAVID R CHURCH, HELEN E 5519 MOORE ST BALTO, MD 21225	2. Secured Party(ies) and address(es) BETTER BUILT 4496 MOUNTAIN ROAD PASADENA, MD. 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECEIPT FEE 12.00 POSTAGE .50 #286070 0243 001 709:59
4. This financing statement covers the following types (or items) of property: TP-40 PULLOUT STOUK (GARAGE STOUK)		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568 A RIVA RD # 101 ANNAPOLIS, MD. 21401 12/18/91

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

BY: [Signature] 11-30-91
 Signature(s) of Debtor(s)

BETTER BUILT
 BY: [Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

12 '8



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Environmental Service
Address 2020 Industrial Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Caterpillar Financial Services Corporation
Address 10630 Little Patuxent Parkway, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar 963 Track-Type Loader, S/N 21Z01865 And substitutions, replacements additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Name and address of Assignee
12/18/91

#19509-Bj.258 #10

RECORDED FEE 11.00
AS DD. CIRCUIT COURT

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Maryland Environmental Service

Signature of Debtor: [Signature] Title:

Director, Admin + Fin. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

Signature of Secured Party: [Signature] Analyst

Type or Print Above Signature on Above Line

10.50

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 271109 recorded in Liber 521, Folio 415 on December 31, 19 87 with Anne Arundel County - Financing Statement Records

1. DEBTOR(S):

Name(s) HAMMONDS LANE MERIDIAN LIMITED PARTNERSHIP

Address(es) c/o Meridian Inc.; 21 West Road; Towson, Maryland 21204

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK

Address 10 Light Street; Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

PROVIDENT BANK OF MARYLAND: 114 E. Lexington Street; Baltimore, MD 21202 Attn: HQCR 8th Fl

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
ASSIGNMENT OF ALL RIGHTS TO: PROVIDENT BANK OF MARYLAND
114 E. Lexington Street
Baltimore, Maryland 21202

9. DEBTOR:

SECURED PARTY:

MARYLAND NATIONAL BANK

By *Daniel Booth*

Daniel Booth, Vice President
(Type, Name and Title)

Form No. 3455 (3/87)

103
Please return Recorded Documents to:
Daniel B. Worman HQCR
PROVIDENT BANK OF MARYLAND
P.O. Box 1661
Baltimore, Maryland 21203-1661



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277544
RECORDED IN LIBER 542 FOLIO 109 ON 6-6-89 (DATE)

1. DEBTOR

Name D.&E. EXCAVATING INC.
Address 1749 BAYSIDE BEACH ROAD, PASADENA, MD 21122

2. SECURED PARTY

Name J I CASE CREDIT CORP
Address P O BOX 292 RACINE, WI 53401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION: CO. CIRCUIT COURT</p>

RECORD FEE 10.00
POSTAGE .50
12/18/91
ROBE

105

Dated 12-12-91

Terry Thomas
(Signature of Secured Party)

J I CASE CREDIT CORP-TERRY THOMAS-SEC
Type or Print Above Name on Above Line



Anne
Amended

BOOK 575 PAGE 337

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3
(744570)
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282010

RECORDED IN LIBER 560 FOLIO 380 ON 9/18/90 (DATE)

1. DEBTOR

Name SCRIBA WELDING INC.
Address 256 SEVERN RD., MILLERSVILLE, MD 21108

2. SECURED PARTY

Name THE LINCOLN ELECTRIC CO.
Address 22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDED FEE 10.00
12/18/91
M. ROSE
AA CO. CIRCUIT COURT

Dated DECEMBER 3, 1991

Richard Trivisonno
(Signature of Secured Party)
RICHARD TRIVISONNO, CREDIT MGR.
Type or Print Above Name on Above Line

105



JURISDICTION ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 149
Identification No. 265613 Dated JANUARY 15, 1987

1. Debtor(s)
COMMERCE ELECTRIC SUPPLY, INC.
Name or Names - Print or Type
700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

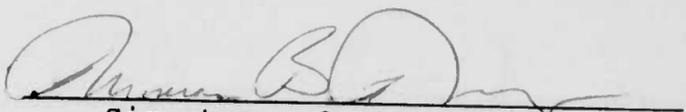
2. Secured Party
RICHMARC LEASING
Name or Names - Print or Type
700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

- () A. Continuation - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- () B. Partial Release - From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:
- () C. Assignment - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- (X) D. Other - (Indicate whether amendment, termination, etc.)

ASSIGNEE OF SECURED PARTY'S INTEREST


Signature of Loan Officer

THOMAS B. FREEZE, VICE PRESIDENT
(Print Name and Title)
25 South Charles Street
Baltimore, Maryland 21202

105
5



JURISDICTION ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 147

Identification No. 265612 Dated JANUARY 15, 1987

1. Debtor(s)
COMMERCE ELECTRIC SUPPLY, INC.
Name or Names - Print or Type
700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

2. Secured Party
RICHMARC LEASING
Name or Names - Print or Type
700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

- () A. Continuation - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- () B. Partial Release - From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
- () C. Assignment - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- (X) D. Other - (Indicate whether amendment, termination, etc.)

ASSIGNEE OF SECURED PARTY'S INTEREST



Signature of Loan Officer

THOMAS B. FREEZE, VICE PRESIDENT
(Print Name and Title)

25 South Charles Street
Baltimore, Maryland 21202

105
8



JURISDICTION ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497

Page No. 514

Identification No. 261659

Dated MAY 2, 1986

1. Debtor(s)

COMMERCE ELECTRIC SUPPLY, INC.
Name or Names - Print or Type

700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

2. Secured Party

RICHMARC LEASING
Name or Names - Print or Type

700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

- A. Continuation - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. Partial Release - From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
- C. Assignment - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- D. Other - (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00

ASSIGNEE OF SECURED PARTY'S INTEREST

POSTAGE .50

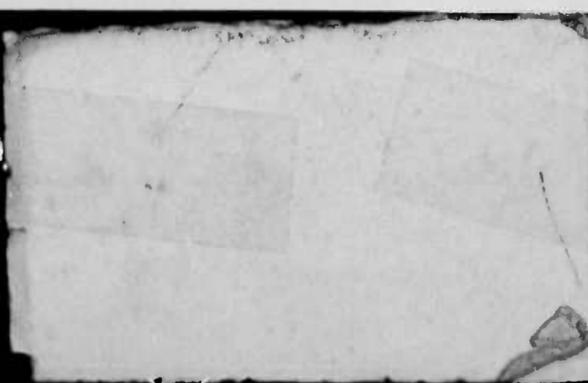
4246220 0263 R01 110111

Thomas B. Freeze 12/18/91
Signature of Loan Officer ROSE

MD CO. CIRCUIT COURT
THOMAS B. FREEZE, VICE PRESIDENT
(Print Name and Title)

25 South Charles Street
Baltimore, Maryland 21202

1050



JURISDICTION ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496

Page No. 394

Identification No. 261122

Dated APRIL 3, 1986

1. Debtor(s) COMMERCE ELECTRIC SUPPLY, INC.
Name or Names - Print or Type

700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

2. Secured Party THE FIRST NATIONAL BANK OF MARYLAND
Name or Names - Print or Type

25 S. CHARLES STREET, 101-503, BALTIMORE MD 21202
Address-Street No., City-County State Zip Code

3. Maturity Date (if any) _____ TW

4. Check Applicable Statement:

- () A. Continuation - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- () B. Partial Release - From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
- () C. Assignment - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- (X) D. Other - (Indicate whether amendment, termination, etc.) .50

DEBTOR

COMMERCE ELECTRIC SUPPLY, INC.

A.M. Williams
Signature

Andrew M. Williams Sec /Trans.
Print Name and Title

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Thomas B. Freeze
Signature of Loan Officer

THOMAS B. FREEZE, VICE PRESIDENT
Print Name and Title

25 South Charles Street
Baltimore, Maryland 21202

10 23

JURISDICTION ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437

Page No. 237

Identification No. 237746

Dated MAY 5, 1981

1. Debtor(s)
COMMERCE ELECTRIC SUPPLY, INC.
Name or Names - Print or Type
700 EVELYN AVENUE LINTHICUM MD 21090
Address-Street No., City-County State Zip Code

2. Secured Party
THE FIRST NATIONAL BANK OF MARYLAND
Name or Names - Print or Type
25 S. CHARLES STREET, 101-503, BALTIMORE MD 21202
Address-Street No., City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

- () A. Continuation - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- () B. Partial Release - From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
- () C. Assignment - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- (X) D. Other - (Indicate whether amendment, termination, etc.)

RECORDING FEE 10.00
TAXES .50
#237746 0263 001 710:12
12/18/81

DEBTOR
COMMERCE ELECTRIC SUPPLY, INC.
Andrew M. Williams
Signature
Andrew M. Williams Sec/Treas.
Print Name and Title

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Thomas B. Freeze
Signature of Loan Officer
THOMAS B. FREEZE, VICE PRESIDENT
Print Name and Title
25 South Charles Street
Baltimore, Maryland 21202

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STATE OF MARYLAND

BOOK 575 PAGE 343

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281658

RECORDED IN LIBER _____ FOLIO _____ ON 8/6/90 w/ Anne Arundel County

1. DEBTOR

Name Reliable Contracting Company Inc.
Address 1 Church View Road, Millersville, MD 21108-2299

2. SECURED PARTY

Name KDC Financial Corp.
Address 3201 N. Wolf Road, Franklin Park, IL 60131

RECORD FEE 10.00

POSTAGE .50

#244240 (263) R01 710:15

10/18/91

Person And Address To Whom Statement Is To Be Returned If Different From Above.

MARY ARUNDEL

3. Maturity date of obligation (if any) _____

AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.) Termination</p>

1050

Dated _____

[Signature]
(Signature of Secured Party)
KDC Financial Corp.
Type or Print Above Name on Above Line

STATE OF MARYLAND

Clerk of the Circuit Court of Arundel County, MD

BOOK 575 PAGE 344

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274933

RECORDED IN LIBER 533 FOLIO 252 ON 10-14-88 (DATE)

1. DEBTOR

Name Wilcox, Steven
c/o Nordheimer Brothers Companies, Inc.
Address 1011 Arlington Blvd., Suite 300, Arlington, VA 22209-2275

2. SECURED PARTY

Name B. Michael Rauh, Esquire (Nominee)
Landis, Cohen, Rauh and Zelenko
Address 1019 19th Street, N.W., Suite 500, Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
10/19/91
M. ROSE
AA CO. CIRCUIT COURT

10-25

Dated October 25, 1991

(Signature of Secured Party)

B. Michael Rauh, Nominee

Type or Print Above Name on Above Line

Clerk of the Circuit Court of Anne Arundel County, MD

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

BOOK 575 PAGE 345

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 274342, Book 531 -- Page 342
Date of Filing 8-30-88 Record Reference

Name(s) of Debtor(s) or assignor(s) No. Street City State
Leber, Richard 1011 Arlington Blvd. Arlington, Virginia 22209-2275
c/o Nordheimer Brothers Suite 300
Companies, Inc.

Name of Secured Party or assignee No. Street City State
B. Michael Rauh, Esquire (Nominee)
Landis, Cohen, Rauh and Zelenko 1019 19th St., N.W., Suite 500, Washington, D.C. 20036
CHECK APPLICABLE STATEMENT

- CONTINUATION
TERMINATION
RELEASE
ASSIGNMENT
OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
12/18/91
MARY M. BOSE
ANNE ARUNDEL COUNTY CIRCUIT COURT

Debtor(s) or assignor(s)

Richard Leber (Type or print name under signature)
B. Michael Rauh, Nominee (Owner, Partner or Officer and Title)
(Seal)
(Corporate, Trade or Firm Name)
Signatures must be in ink

1052

Clerk of the Circuit Court of Anne Arundel County, MD

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

BOOK 575 PAGE 346

For Filing Officer Use	
File No.....	
Date & Hour	

TO BE RECORDED IN
LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 274341; Book 531 -- Page 341
Date of Filing 8/30/88 Record Reference

Maturity date, (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Roach, Richard D. c/o Nordheimer Brothers Companies, Inc.	1011 Arlington Blvd. Suite 300		Arlington, Virginia	22209-2275

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
B. Michael Rauh, Esquire (Nominee) Landis, Cohen, Rauh and Zelenko	1019 19th St., N.W.,	Suite 500,	Washington,	D.C. 20036

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00

POSTAGE .50

#245510 0263 001 110128

12/18/91

MARY N. ROSE

ANNE ARUNDEL COUNTY CIRCUIT COURT

Debtor(s) or assignor(s)

_____	_____ (Seal)
<i>Richard D. Roach</i>	<i>B. Michael Rauh</i>
_____	_____
Richard D. Roach	B. Michael Rauh, Nominee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

102

Clerk of the Circuit Court of Anne Arundel County, MD

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

BOOK 575 PAGE 347

For Filing Officer Use	
File No.....
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 274340; Book 531- Page 340

Date of Filing 8/30/88

Record Reference

Maturity date, (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Nordheimer, Scott A. c/o Nordheimer Brothers Companies, Inc.	1011 Suite 300	Arlington Blvd.	Arlington, Virginia	22209-2275

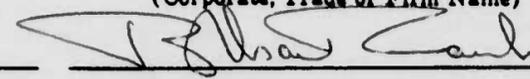
<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
B. Michael Rauh, Esquire (Nominee) Landis. Cohen, Rauh and Zelenko CHECK APPLICABLE STATEMENT	1019	19th St., N.W.,	Washington, D.C.	20036

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

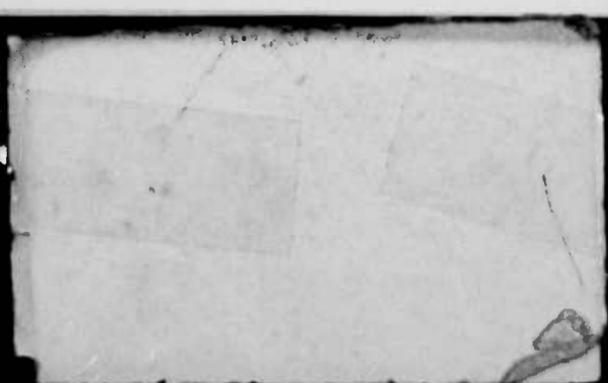
RETURN TO:

RECORDED FEE 10.00
 POSTAGE .50
 RECORDED BOOK FEE 110.00
 12/18/91
 MARY H. ROSE
 MD CO. CIRCUIT COURT

Debtor(s) or assignor(s)

_____	_____ (Seal)
	
_____	_____
Scott A. Nordheimer	B. Michael Rauh, Nominee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

103



Clerk of the Circuit Court of Anne Arundel County, MD

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

BOOK 575 PAGE 348

For Filing Officer Use	
File No.
Date & Hour

TO BE RECORDED IN
LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 274339; Book 531 - Page 339
Date of Filing 8/30/88 Record Reference

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Nordheimer, Gary H. c/o Nordheimer Brothers Companies, Inc.	1011 Suite 300	Arlington Blvd.	Arlington, Virginia	22209-2275

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
B. Michael Rauh, Esquire (Nominee) Landis. Cohen, Rauh and Zelenko	1019	19th St., N.W., Suite 500,	Washington, D.C.	20036

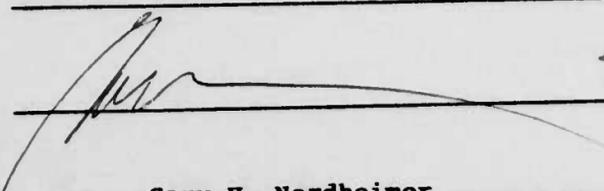
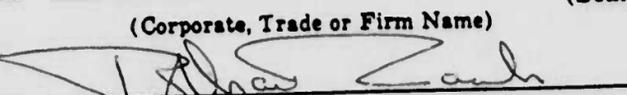
CHECK APPLICABLE STATEMENT

RETURN TO:

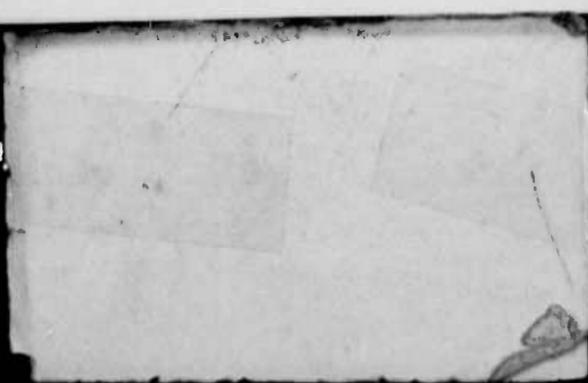
- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE .50
RECORDED DEAS FOR T10128
12/13/91
MARY N. ROSE
ANNE ARUNDEL COUNTY CIRCUIT COURT

Debtor(s) or assignor(s)

_____	_____ (Seal)
_____	(Corporate, Trade or Firm Name)
	
_____	_____
Gary H. Nordheimer	G. Michael Rauh, Nominee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

1050



Clerk of the Circuit Court of Anne Arundel County, MD

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

BOOK 575 PAGE 349

For Filing Officer Use	
File No.....	
Date &	
Hour	

TO BE RECORDED IN
LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 274343 Book 531 - Page 343

Date of Filing 8/30/88 Record Reference

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First) Nordbro Annapolis, Inc. c/o Nordheimer Brothers Companies, Inc.	1011 Arlington Blvd. Suite 300		Arlington, Virginia	22209-2275

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
B. Michael Rauh, Esquire (Nominee) Landis, Cohen, Rauh and Zelenko CHECK APPLICABLE STATEMENT	1019 19th St., N.W.,		Washington, D.C.	20036

RETURN TO:

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE .50
#266540 0263 R01 T10:29
12/18/91
MARY N. ROSE
AN CO. CIRCUIT COURT

Debtor(s) or assignor(s)

NORDBRO ANNAPOLIS, INC. _____ (Seal)
(Corporate, Trade or Firm Name)


Signature of Secured Party or Assignee
Gary H. Nordheimer, President B. Michael Rauh, Nominee
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

1078

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 521621

RECORDED IN ~~BOOK~~ 419 ~~PAGE~~ 685 ON January 27, 1988 (DATE)

1. DEBTOR

Name Erico Products, Inc.

Address 34600 Solon Road, Solon, OH 44139

2. SECURED PARTY

Name AmeriTrust Company National Association

Address 900 Euclid Avenue, Cleveland, OH 44115

Jones, Day, Reavis & Pogue, North Point,
901 Lakeside Avenue, Cleveland, Ohio 44114 Attn: K. Quinn

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1993

POSTAGE .50
10.00
12/18/91

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: *</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

* All property covered by the financing statement.

Assignee General Electric Capital Corporation
 And Address: 300 Crescent Court
Suite 1000
Dallas, TX 75201
Attn: Account Manager

1991 NOV 13 A 8:50

100

AmeriTrust Company National Association

Dated August 30, 1991

By: Michael W. Beckerton V.P.
(Signature of Secured Party)

MECHAEL W. BECKERTON
Type or Print Above Name on Above Line

285277

BOOK 575 PAGE 351

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (List Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

TRIANIIS, GJS O., JR.

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

EHB PROPERTIES 905 Silver Spring Avenue, Silver Spring, MD 20910

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Attached Exhibit A.

RECORD FEE 11.00
 POSTAGE .50
 MARY M. ROSE
 12/18/93
 44 CO. CIRCUIT COURT

Brent Wegner, Esq.
Dunnells, Duvall & Porter
2100 Pennsylvania Avenue, N.W., Suite 300
Washington, D.C. 20037

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

GUS O. TRIANIS (Seal)
 (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1150

EXHIBIT A

Description of Collateral

The Security Interest granted hereby covers the following collateral (the "Collateral"):

1. **Partnership Interest.** All of Debtor's interests in, and all of Debtor's rights to share in capital, profits, distributions and surplus of BWI/Parkway Group Hotel Limited Partnership, a Maryland limited partnership (the "Partnership"), whether in the form of cash or property or otherwise, and all of Debtor's rights to all sums now due or owing or which may subsequently become due or owing from the Partnership to Debtor, whether in the form of cash or property or otherwise, and whether in the nature of profits, return of capital, reimbursements, fees or otherwise.
2. **Proceeds.** All Proceeds with respect to the Collateral described in the foregoing Section 1. As used herein, the term "Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code as the same may from time to time be in effect in the State of Maryland (the "Code") and shall include, but not be limited to (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental department, commission, board, bureau, authority, agency or body and (iii) any and all other amounts from time to time paid or payable under, in connection with or in respect of any of the Collateral.

STATE OF MARYLAND

BOOK 575 PAGE 353

FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

dated December 11, 1987

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 521 FOLIO 242 ON _____ (DATE)

1. DEBTOR

Name Commons Limited Partnership, a Maryland limited partnership
Address Suite 1700, 120 E. Baltimore Street, Baltimore, Maryland 21201

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company
Address 5th Floor, Two Hopkins Plaza
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text descriptions for each option.

Handwritten notes and stamps: 10.00, .50, 12/18/91, MARY M. ROSE, AA CO. DISTRICT COURT

Dated December 10, 1991

Mercantile-Safe Deposit and Trust Company
By: [Signature]
Ora L. Stokes, Assistant Secretary
Type or Print Above Name on Above Line

AFTER RECORDATION, PLEASE RETURN TO: Ann Clary Gordon, Esquire
Shapiro and Olander
Suite 2000
36 S. Charles Street
Baltimore, Maryland 21201

43555.001

105

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Farm Fresh Supermarkets of MD, Inc. (See attached list of locations)</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Comm'l. Loan</u> <u>22002-0314</u></p> <hr/> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 550,000.00

DEBTOR:

Farm Fresh Supermarkets of MD, Inc.
(Type Name)

By: [Signature]
Jack Millman, Pres.

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: [Signature]

Martha A. Hackett, Vice President

(Type Name)

11/1
(Date Signed by Debtor)

19 91

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Recordation tax of \$ 740.85 was paid to the Clerk of

State of MD this 12th day of December, 19 91.

(SDAT)

R. Wojciechowski

115
50

FARM FRESH SUPERMARKETS OF MD, INC.
LOCATIONS

6 Hammonds Lane
Baltimore, Maryland 21225

Greenspring Shopping Center
2801 Smith Avenue
Baltimore, Maryland 21208

2905 Hamilton Avenue
Baltimore, Maryland 21214

8105 Ritchie Highway
Pasadena, Maryland 21122

1082 Maiden Choice Lane
Baltimore, Maryland 21229

7 West 7th Street
Frederick Shopping Center
Frederick, Maryland 21701

HEADQUARTERS

1603 N. Washington Street
Baltimore, Maryland 21213

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE (If Any) **07FEB97**

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
MIKLASZ JOSEPH A.
402 CRAIN HWY N.W.
GLEN BORNIE MD 21061
215403319 AC

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 265922

Filed with ANNE ARUNDEL MD Date Filed 07FEB87

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
 POSTAGE .50
 NO. 10010 0263 001 711-12
 12/18/91

10.

TO: **CLERK OF CIRCUIT CRT**
% UCC DIVISION
ANNE ARUNDEL COUNTY, CIRCUIT COURT
ANNAPOLIS MD 21403

Number of Additional Sheets Presented **10DEC91**

JOHN DEERE COMPANY

By: _____
 Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)
FILING OFFICER COPY - ALPHABETICAL

By: *A. J. Walters* Director, Installment Finance - For: _____
 Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
 JOHN DEERE COMPANY

STANDARD FORM - FORM UCC-3

10
 2

PARTIES
 Debtor name (last name first if individual) and mailing address:
 STERLING SUPPLY CORPORATION
 5697 RISING SUN AVENUE
 PHILADELPHIA, PA 19120

1
 Debtor name (last name first if individual) and mailing address:

1a
 Debtor name (last name first if individual) and mailing address:

1b
 Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:
 CORESTATES BANK, N.A. AS SUCCESSOR
 TO FIRST PENNSYLVANIA BANK, N.A.
 1500 MARKET STREET
 CENTRE SQUARE WEST
 PHILADELPHIA, PA 19101

2
 Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

3
SIGNATURE(S)
 Debtor Signature(s) (only if Amendment):

4
 Secured Party Signature(s):
 CORESTATES BANK, N.A. AS SUCCESSOR
 TO FIRST PENNSYLVANIA BANK, N.A.
Deborah K. [Signature]

FINANCING STATEMENT CHANGE
 Uniform Commercial Code Form UCC-3
 IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):
 BOOK 575 PAGE 357

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of ANNAPOLIS County.
 Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7
 Optional Special Identification (Max. 10 characters): 8

ORIGINAL FINANCING STATEMENT BEING CHANGED
 This Financing Statement Change relates to an original Financing Statement No. 56265 filed with the: Bk:509 Pg:240
 Secretary of the Commonwealth on (date) _____
 Prothonotary of ANNAPOLIS County on (date) 3/9/87
 Real Estate Records of _____ County on (date) _____ 9

DESCRIPTION OF FINANCING STATEMENT CHANGE
 Continuation - The original Financing Statement identified above is still effective.
 Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
 Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
 Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
 Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):
 RECORD FEE 11.10
 12/10/91
 CONTINUATION MARY K. ROSE
 PA CO. DISTRICT COURT

11
 RETURN RECEIPT TO:
 CoreStates Bank, N.A.
 LOAN ACCT DEPT. F.C. 01-003-91-60
 PO BOX 7558
 PHILADELPHIA, PA 19101

12

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
BOOK 575 PAGE 358

Book 557 Page No. 320
 Identification No. 281286 Dated _____

1. Debtor(s) { VIVIAN DENNIS, INC.
 Name or Names—Print or Type
1286 Maryland Route 3 South, Crofton, Maryland 21114
 Address—Street No., City - County State Zip Code

2. Secured Party { ROUTE 3 LIQUORS, INC.
 Name or Names—Print or Type
1651 Crofton Boulevard, Crofton, Maryland 21114
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
 POSTAGE .50
 4214990 2263 001 711422
 12/18/91
 MARY N. ROSE
 MD CO. CIRCUIT COURT

Dated: 12-4-91
 ROUTE 3 LIQUORS, INC.
 Name of Secured Party
 Signature of Secured Party
 William J. MacQuilliam, President
 Type or Print (Include Title if Company)

10-509

Lucas Bros. Form T-1
 RETURN TO:

LAW OFFICE OF
 DAVID N. KURYK
 5 LIGHT STREET
 SUITE 950
 BALTIMORE, MARYLAND 21202



BOOK 575 PAGE 359

285279

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
..... **XX** Subject to Recordation Tax on prin- (For Fixtures Only).
cipal amount of \$ 20,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

BOWIE BOLT & SUPPLY, INC.

2404 CROFTON BLVD.
CROFTON MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

SEE ATTACHED SCHEDULE A DESCRIBING COLLATERAL.

COLLATERAL 11.00

RECORD TAX 140.00

POSTAGE .50

4267100 0765 001 711131

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

12/18/91

MARY M. ROSE

44 DO. CIRCUIT COURT

5.XX...Proceeds)) of the collateral are also specifically covered.
.....XX...Products)

Debtor

Secured Party (Assignee)

BOWIE BOLT & SUPPLY, INC.

THE CITIZENS NATIONAL BANK

By: Loyd D. Weathers
Loyd D. Weathers, Sec/Treas

By: Marilyn F. Horton
Marilyn F. Horton
Vice President

By:

Type or print all names and titles under signatures.

11-
140,
520



SCHEDULE A
SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 9th day of December, 1991, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

BOOK 575 PAGE 360

ONE COMPUTERIZED PRICE MARKING SYSTEM INCLUDING, BUT NOT LIMITED TO:

- 1 INOPAK CODEBOX 2 AUTO TLS
- 1 INOPAK HIGH SPEED SMART EYE
- 1 SIGMA SYSTEMS ORIENTING SCREW FEEDER S/N 735858
- 1 SIGMA SYSTEMS HORIZONTAL POWER FEEDER CONVERTER S/N 91113001

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

ADDRESS: _____ (STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

BOWIE BOLT & SUPPLY, INC.

Attest:

BY: Lloyd D. Weathers
TITLE: Loyd D. Weathers, Sec/Treas

(SECRETARY)



FINANCING STATEMENT FORM UCC-1

Identifying File No. 285280

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy Schwoerer d/b/a Jet Machine Shop

Address 2319 Mountain Road Pasadena, MD 21122

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 VGS-20C Valve Guide & Seat Machine #1474
- 1 VGS-300 Valve Seat Cutter Kit
- 1 VGS-20956 Drill Reamer & Spot

Name and address of Assignee	
RECORD FEE	12.00
STAMP	.50

NOT SUBJECT TO RECORDATION TAX BECAUSE:

TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1250

X [Signature] (Signature of Debtor)

Timothy Schwoerer, owner (Type or Print Above Name on Above Line)

(Signature of Debtor)

(Type or Print Above Signature on Above Line)

Sunnen Products Company

(Signature of Secured Party)

Les McKee - Mgr.

(Type or Print Above Signature on Above Line)

RECORDED 12/18/91

MARY M. ROSE

CIRCUIT COURT

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251749

RECORDED IN LIBER _____ FOLIO _____ ON 4/25/84 (DATE)
with Anne Arundel Cnty., MD

1. DEBTOR

Name Nicholas Andrew
Address 402 Marley Station Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Greycas, Inc.
Address Greyhound Tower, Phoenix, AZ 85077

RECORD FEE 10.00
POSTAGE 1.50
RECEIVED 0303 PM 12/18/91
MARY H. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

062019

105

Dated 11/12/91

Greycas, Inc.
Barbara H. McDugald
(Signature of Secured Party)
Barbara H. McDugald, Assistant Secretary
Type or Print Above Name on Above Line



STATE OF MARYLAND

BOOK 575 PAGE 363

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251748

RECORDED IN LIBER _____ FOLIO _____ ON 4/25/84 (DATE)
with Anne Arundel Cnty., MD

1. DEBTOR

Name Jack Newman

Address 310 First Street, Annapolis, MD 21403

2. SECURED PARTY

Name Greycas, Inc.

Address Greyhound Tower, Phoenix, AZ 85077

Person And Address To Whom Statement Is To Be Returned If Different From Above. FEE 10.00

3. Maturity date of obligation (if any) POSTAGE .50

2517480 0213 001 110146

12/19/91

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

W. ROSE

SA CO. DISTRICT COURT

0620417

105-5

Dated 11/12/91

Greycas, Inc.

Barbara H. McDugald
(Signature of Secured Party)

Barbara H. McDugald, Assistant Secretary

Type or Print Above Name on Above Line

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

This Financing Statement dated 12-13-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: CERTIFIED FUNDING, INC. 10 LEEWARD COURT ANNAPOLIS, MD 21403	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party Annapolis National Bank 2083 West Street Annapolis, MD 21401	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (X)

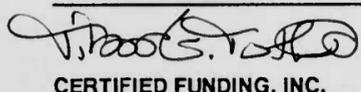
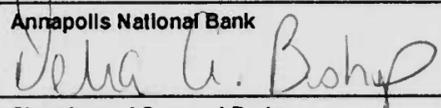
This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

SEE EXHIBIT "A" ATTACHED, MADE HERETO AND PART OF.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Signature of Debtor  CERTIFIED FUNDING, INC. PRESIDENT 12/13/91	Signature of Secured Party Annapolis National Bank 
--	--

1150



EXHIBIT A

A. Inventory. All of the inventory of the Company, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, leased to the lessees pursuant to the lease more particularly described in subsection B below (the "Lease"), together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof, including, without limitation, any and all insurance proceeds therein.

B. Lease. All of the Debtor's chattel paper both now and hereafter owned, existing, created, or acquired, which now or hereafter comprise and/or constitute all or a portion of those certain lease dated December 10, 1991 by and between the Company, as lessor and General Elevator Company, Inc. as lessee, together with (i) all rentals and other monies due and to become due thereunder, (ii) all cash and non-cash products and proceeds thereof, (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given rise to such chattel paper and call cash and non-cash proceeds and products of all such goods, and (iv) all accounts, contractual rights, and general intangibles now owned and hereafter owned, acquired, created, or existing under, in connection with, or as a result of, such chattel paper.

TO BE RECORDED: CHATTEL RECORDS, ANNE ARUNDEL COUNTY, MARYLAND

December 16, 1991

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 75,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

S & Y FRIENDLY TAVERN & PACKAGE GOODS, INC.
 Name or Names—Print or Type
 1252-1256 Annapolis Road, Odenton, Maryland 21113
 Address—Street No., City - County State Zip Code

CHAE S. LEONARD and KYONG WON SHIN
 Name or Names—Print or Type
 1252-1256 Annapolis Road, Odenton, Maryland 21113
 Address—Street No., City - County State Zip Code

2. Secured Party:

BONG SU KANG and RAN SUN KANG
 Name or Names—Print or Type
 508 Narbough Court, Severn Park, Maryland 21146
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All of the licenses, particularly the Alcoholic Beverage License, goodwill, leasehold interest, supplies, goods, inventory, stock, equipment and appliances now or hereafter owned, acquired, or placed in the business premises at 1252-1256 Annapolis Road, Odenton, Anne Arundel County, Maryland 21113. Also, including any and all accounts receivable, bank deposits, cash, and any and all other assets owned or in which Debtors have an interest and which arise out of the operation and management of the business presently known as S&Y Friendly Tavern and Package Goods.

This Financing Statement is not subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article, Annotated Code of Maryland. The Indebtedness secured herein is purchase money financing.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): S&Y Friendly Tavern and Package Goods, Inc. SECURED PARTY:

Chae S. Leonard
 (Signature of Debtor)
 Chae S. Leonard - President
 Type or Print

Bong Su Kang
 (Signature of Secured Party)
 Bong Su Kang & Ran Sun Kang
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address WILLIAM F. GOSNELL, 1043 South Hanover Street
 Baltimore, Maryland 21230.

11/5



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~Child World, Inc. d/b/a Children's Palace~~ Child World, Inc. d/b/a Children's Palace
Address 25 Littlefield Street, Avon, MA 02322-1976

2. SECURED PARTY

Name PNC Leasing Corp
Address Fifth Avenue and Wood Street
Pittsburgh, PA 15265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

County of Anne Arundel, MD
See attached Exhibit A

Equipment Location: #143 Children's Palace
Southdale Shopping Center
16 Mountain Road
Glen Burnie, MD 21061

Name and address of Assignee	
RECORD FEE	30.00
POSTAGE	.50

12/19/91

MARY H. ROSE

SA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

30-50

(Signature of Debtor)
CHILD WORLD, INC. David J. Nace, VP & Controller

Type or Print Above Name on Above Line
David J. Nace 10/10/91
(Signature of Debtor)

Type or Print Above Signature on Above Line

K. Kirsch

(Signature of Secured Party)

PNC LEASING CORP Karen A. Kirsch, AVP

Type or Print Above Signature on Above Line

EXHIBIT A

LEASE NO. 825-84
SCHEDULE NO. 62-89

Equipment description to include the equipment described herein.
Equipment includes all additions, accessions, substitutions and
replacements thereto.

QTY	MODEL	DESCRIPTION
255	7052-1102-0000	TERMINAL; 1 SLOT

SERIAL NUMBERS

19999464	20002785	19999436	19999510	19999623	20002950	19999629	19997473	19999664	20002629	19996976
19999467	19999382	19999439	19999505	19999618	19999029	19997504	19999238	19999659	20002615	19996979
19999470	19999385	19999442	19999508	19999621	19999032	19997507	19999241	19999662	20002618	20002842
19999473	19999388	19999437	19999511	19999619	19999035	19997510	19999244	19997361	20002621	20002845
19999465	19999391	19999440	19999506	19999622	19999038	19997505	19999247	19997364	20002624	20002848
19999468	19999383	19999443	19999509	19999178	19999041	19997508	19999239	19997367	20002627	20002843
19999471	19999386	19997184	19999438	19999181	19999044	19997511	19999242	19997370	20003204	20003205
19999466	19999389	19997187	19999441	19999184	19999030	19997506	19999245	19997362	20003207	20003208
19999401	19999384	19997190	19999028	19999179	19999033	19997509	19999248	19997365	20003210	20003211
19999404	19999387	19997185	19999031	19999182	20002736	19997512	19999240	19997368	20002446	20003206
19999407	19999390	19997188	19999034	19999185	20002739	19999036	19999243	19997363	20002435	20003209
19999402	20002434	19997191	19999037	19999180	20002742	19999039	19999246	19997366	19996977	20003212
19999408	20002437	19997186	19999040	19999183	20002737	19999657	19999249	19997369	19996980	20002841
19999405	20002440	19997189	19999043	19999186	20002740	19999660	20002786	20002613	19999512	20002844
19999403	20002443	19997085	19997203	20002939	20002743	19999663	20002789	20002616	20002846	20002847
19999406	20002438	19997088	19997206	20002942	20002738	19999658	20002792	20002619	20002849	
20002777	20002441	19997091	19997209	20002945	20002741	19999661	20002795	20002622	20002949	
20002780	20002444	19997086	19997204	20002948	19999624	19997468	20002787	20002625	19996972	
20002783	20002436	19997089	19997207	20002940	19999627	19997471	20002790	20002628	19996975	
20002778	20002442	19997092	19997210	20002943	19999630	19997474	20002793	20002614	199990942	
20002781	20002439	19997087	19997205	20002946	19999625	19997469	20002796	20002617	19996978	
20002784	20002445	19997090	19997208	20002941	19999628	19997472	20002788	20002620	19996973	
20002779	19999469	19999504	19999617	20002944	19999631	19997475	20002791	20002623	19996974	
20002782	19999472	19999507	19999620	20002947	19999626	19997470	20002794	20002626	19999665	

QTY MODEL DESCRIPTION
 109 NETMASTER NETMASTER SYSTEM/AP HOST SOFTWARE &
 NETMASTER/ISP & NET 100 HARDWARE & SOFTWARE
 (NETMASTER W/NET100 FOR 3270 ONLY.)

SERIAL NUMBERS

NETMASTER BOARDS

QTY	MODEL	DESCRIPTION	SERIAL NUMBERS
803009	808174	808047	<u>FI-3270</u> 180024 180058 <u>DS-11</u> 130393 130441 130657
808203	808180	808051	160120 180031 180052 130407 130423 130440 130656
808189	808093	808045	160107 180043 180090 130417 130336 130436 130654
804080	808175	808025	160149 180057 180085 130339 130386 130551 130652
808205	808182	808026	160136 180062 180073 130406 130419 130470 130650
808188	808075	808059	160135 180060 180105 130416 130350 130546 130574
804054	808200	808083	160146 180112 180089 130347 130396 130550 130573
808183	808198	808015	160097 160132 180111 130651 130579 130411 130418
804076	808178	808011	160099 160144 180006 130570 130609 130194 130338
804057	808052	808261	160089 160134 180054 130572 130607 130286 130547
808186	808199	808231	160118 160142 180011 130541 130582 130412 130478
808086	808252	808225	160121 160150 180109 130543 130638 130540 130571
808263	808179	808250	160098 160162 180041 130395 130630 130552 130576
808196	808068	808248	160114 160151 180020 130370 130606 130381
804077	808190	808010	160123 160164 180156 130420 130631 130404
808185	808024	808256	160127 160137 180157 130385 130515 130611
808192	808201	808257	160105 160155 180158 130340 130337 130568
804070	804069	808085	160128 160138 180159 130421 130307 130575
808184	808009	808092	160111 160153 180160 130398 130377 130544
808191	808202	808069	160147 160166 180161 130488 130413 130426
804071	808043	808079	160130 160161 180162 130476 130305
808187	808050	808044	160154 160167 180163 130482 130390
808171	808204	808039	160157 160148 180164 130633 130410
804074	808181	808058	160152 160141 180165 130635 130317
808177	808259	808077	160145 160004 180068 130634 130391
808172	808258	808062	160168 160175 180046 130561 130414
808193	808087	808060	180044 160174 180026 130422 130348
808176	808081	808057	180007 180002 130352 130399
808173			180032 180083 130569 130415
			180056 180019 130567 130333
			180063 180003 130649 130409
			180075 180023 130473 130344
			180093 180055 130648 130346
			180091 160139 130490 130405
			180113 160143 130639 130203
			180107 180140 130442 130334
			180108 180139 130620 130655
			180110 180134 130622 130653
			180100 180027 130593
			180099 180076
			160115
			160126
			160163

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
128	3299-K071-0000	KIT;CGMA VIDEO ADAPTER
132	3299-K910-V002	CABLE; PARALLEL PRINTER
114	6421-0203-7182	PRINTER; 136 COL.PC PAR.I/F

SERIAL NUMBERS

19962724	19962734	19962719	19962272	19962665	19962324	19962761	19962335	19962708	19650103	19962327
19962725	19962735	19962720	19962300	19962751	19962334	19962253	19962341	19650131	19962322	19962331
19962726	19962736	19962721	19962310	19962760	19962340	19962258	19962346	19962244	19962326	19962338
19962727	19962712	19962722	19962321	19962251	19962345	19962263	19962350	19962820	19962330	19962344
19962728	19962713	19962723	19962332	19962255	19962349	19962268	19962356	19650019	19962337	19962353
19962729	19962714	19962249	19962336	19962262	19962354	19962271	19962365	19459070	19962342	19962358
19962730	19962715	19962254	19962343	19962265	19962311	19962289	19962750	19651580	19962352	19962361
19962731	19962716	19962259	19962347	19962270	19962364	19962308	19962759	19650107	19962357	19962325
19962732	19962717	19962264	19962351	19962277	19962741	19962318	19962806	19459010	19962360	19962329
19962733	19962718	19962269	19962362	19962304	19962753	19962328	19962819	19650092	19962323	19962333
19962339	19962348	19962355	19962359							

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
17	7052-1100-0000	TERMINAL;STARLAN/COMM

SERIAL NUMBERS

19537818	19537820	19537822	19537824	19537826	19537828	19537830	19537832	19537817
19537819	19537821	19537823	19537825	19537827	19537829	19537831	19537833	

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
17	7052-F022-0000	FEATURE; 56-KEY CALCULATOR
18	7052-F050-0000	DISPLAY MOUNT;POST
18	7052-F102-0000	FEATURE;INTEGRATED CASH DRAWER
18	7051-F210-0000	FEATURE;512KB TO 640KB MEM
18	7052-K450-0000	MSR;MAG STRIPE RDR-INTEGRATED
18	7052-P061-0000	DISPLAY;OPERATOR 2X20
18	7150-0101-0000	PRINGER;MULTI-FUNCTION R,J,S
18	D900-0322-0000	SW;DOS (7052)
10	7052-K281-0000	ADAPTER;OCIA I/F 1 PORT
1	130-112-01	PI-20 TO J-BOX CABLE (45 FEET)
9	SPARE PARTS	PI-3270 W/PI-3270 DISTRIBUTION BOX AND CABLE

SERIAL NUMBERS

180194	180196	180190	180129	180117
180198	180195	180013	180128	

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBERS</u>	
2		PI-20 AND J-BOX W/CABLE	<u>PI-20</u>	<u>J-BOX</u>
			140452	150459
			140455	

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
92	MISC	INSTORE SETUP OF PC'S DELANG/RA 07-21-89
123	3299-K430-0000	KIT;WORKSTATION KEYBOARD
95	MISC.	OEM SUPPLIES/WYSE CRT'S
132	3299-K605-V001	DISPLAY;STANDARD MONOCHROME

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
1	NETMASTER	NETMASTER SYSTEM/AP HOST SOFTWARE & NETMASTER/ISP & NET100 HARDWARE & SOFTWARE (NETMASTER W/NET100 FOR POS AND 3270.)

<u>PI-3270</u>	<u>PI-20</u>	<u>DS-11</u>
180268	140507	130916

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
32	130-123-01	DS-11 TO SNA CABLES
34	130-129-01	DS-11 TO 751 CABLES

<u>QTY</u>	<u>MODEL</u>	<u>SERIAL NUMBERS</u>
2	DS-11	130904
	EXTRA BOARDS	130883

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
36	DS-11	DS-11 Rev.2 IN EXCHANGE FOR DS-11 REV.1
		<u>SERIAL NUMBERS</u>
130823	130829	130831
130810	130805	130804
130826	130827	130801
130814	130811	130817
		130832
		130834
		130835
		130836
		130837
		130791
		130807
		130809
		130799
		130806
		130794
		130789
		130824
		130825
		130838
		130839
		130816
		130822
		130798
		130795
		130788
		130790
		130815
		130792

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
2	7052-K280-0000	ADAPTER OCIA INTERFACE
116	7052-F024-0000	KEYBOARDS; 56 KEY
99	7052-F052-0000	DISPLAY MOUNT; ON KEYBOARD
116	7052-F073-0000	DISPLAY; OPERATOR 2X20/16 DISC
116	7052-F150-0000	FEATURE; M-11 COMMUNICATIONS
116	7052-F211-0000	FEATURE; 640KB MEMORY
117	7052-F450-0000	READER; MSR TRACK 1&2 INTG
116	7150-P101-0000	PRINTER; SLIP/RCPT/JOURNAT
116	D900-1009-0100	SW; NCR-DOS 3.3
78		OEM SUPPLIES; FOR WYSE-50 CRT'S

QTY	MODEL	DESCRIPTION
116	7052-1102-0000	TERMINALS; 1 SLOT
		<u>SERIAL NUMBERS</u>
20022605	20022619	20023647
20022613	20022623	20023651
20022617	20022626	20023853
20619984	20022630	20023857
20619988	20022634	19999445
20619992	20023862	19999449
20619996	20023866	20022602
20023888	20622284	20022606
20023892	20622288	20022610
20023896	20023639	20022614
20023900	20023643	20026618
20022609	20023640	

QTY	MODEL	DESCRIPTION
255	7052-F024-0000	KEYBOARD;56 KEY
255	7052-F052-0000	DISPLAY MOUNT; ON KEYBOARD
255	7052-F073-0000	DISPLAY;OPERATOR 2x20/16 DISC
255	7052-F150-0000	FEATURE;M-11 COMMUNICATIONS
255	7052-F211-0000	FEATURE;640KB MEMORY
255	7052-F450-0000	READER;MSR TRACK 1 & 2 INTG
255	7150-P101-0000	PRINTER; SLIP/RCPT/JOURNAT
254	D900-1009-0100	SW;NCR-DOS 3.3
175	OEM SUPPLIES	LID AND TILLS
80	130-129-01	DS-11 TO NCR 751 CABLE
6	130-112-01	PI-20 TO J-BOX CABLE (25 FEET)
7	130-112-01	PI-20 TO J-BOX CABLE (50 FEET)

QTY	MODEL	DESCRIPTION
18	6421-0203-7182	PRINTER; 136 COL. PC PAR. I/F

		SERIAL NUMBER
20848280	20848276	20848277
20848275	20848271	20848250

QTY	MODEL	DESCRIPTION
17	7052-1102-0000	TERMINAL 1 SLOT

		SERIAL NUMBERS
20023344	20023350	20023356
20023347	20023353	20023359

QTY	MODEL	DESCRIPTION
17	7052-F024-0000	KEYBOARD 56 KEY
17	7052-F052-0000	DISPLAY MOUNT ON KEYBOARD
17	7052-F073-0000	DISPLAY OPERATOR 2X20/16 DISC
17	7052-F150-0000	FEATURE M-11 COMMUNICATIONS
17	7052-F211-0000	FEATURE 640KB MEMORY
17	7052-F450-0000	READER MSR TRACK 1&2 INTG
17	7150-P101-0000	PRINTER SLIP/RCPT/JOUNAT
17	D900-1009-0100	SW NCR-DOS 3.3

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282820

RECORDED IN LIBER 564 FOLIO 285 ON 1/23/91 (DATE)

1. DEBTOR

Name HOWARD & PATRICIA KELLY

Address 2100 GAYLAWN DRIVE, BALTIMORE, MD 21227

2. SECURED PARTY

Name SECURITY PACIFIC FINANCIAL SERVICES, INC. TW

Address 2568 A RIVA ROAD SUITE 101

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	10.00
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>	.50
			12/17/91
			12/17/91

10
80

Dated 12/10/91

Mae Hatfield
(Signature of Secured Party)

MAE HATFIELD, BRANCH MANAGER
Type or Print Above Name on Above Line



STATE OF MARYLAND

[ANNE ARUNDEL COUNTY]

BOOK 575 PAGE 375

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209390

RECORDED IN LIBER _____ FOLIO _____ ON 9/27/91 (DATE)

1. DEBTOR

Name Alamo Rent-A-Car, Inc.

Address 110 Southeast Sixth Street, Ft. Lauderdale, FL 33301

2. SECURED PARTY

Name The Citizens and Southern National Bank, as Collateral Agent
as more fully described on Exhibit A attached hereto

Address 35 Broad Street
Atlanta, GA 30303

Cindy A. Brazell, Esq., Kutak Rock & Campbell, 4400 Georgia-Pacific Center,
133 Peachtree Street, N.E., Atlanta, GA 30303

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment*
(Indicate whether amendment, termination, etc.)

*NOT SUBJECT TO RECORDATION TAX

The original financing statement is hereby amended by deleting Exhibit A attached thereto and substituting in lieu thereof the Exhibit A attached hereto and by reference incorporated herein.

13
2

ALAMO RENT-A-CAR, INC.

By: [Signature] TREASURER
(Signature of Debtor)

Dated December 16, 1991

THE CITIZENS AND SOUTHERN NATIONAL BANK,
AS COLLATERAL AGENT

[Signature]
(Signature of Secured Party)

Edmund H. Schenck
Type or Print Above Name on Above Line

RECORD FEE 13.00
POSTAGE .50
NOV 13 1991
12/19/91
H. ROSE
CIRCUIT COURT



EXHIBIT A
TO
UCC-3 AMENDMENT

Debtor: Alamo Rent-A-Car, Inc.

Secured Party: The Citizens and Southern National Bank ("C&S"), as Collateral Agent pursuant to the Amended and Restated Security Agreement dated as of December 16, 1991 (the "Security Agreement"), entered into to secure the Debtor's obligations under the Amended and Restated Credit Agreement dated as of December 16, 1991, among the Debtor; the financial institutions signatory thereto as lenders (collectively, the "Lenders"); and C&S and NCNB National Bank of Florida, collectively, as Agent for themselves and the other Lenders (together with any amendments, modifications or supplements thereto, the "Credit Agreement"), to the following Lenders and such other Lenders as may become party to the Credit Agreement including, but not limited to:

NCNB National Bank of Florida
The Citizens and Southern National Bank
CIBC, Inc.
Continental Bank N.A.
The Industrial Bank of Japan, Limited, Atlanta Agency
Mellon Bank, N.A.
Bank of Montreal
DG Bank Deutsche Genossenschaftsbank, Cayman Islands Branch
The Sanwa Bank Limited, Atlanta Agency
Westpac Banking Corporation
The Dai-Ichi Kangyo Bank, Limited, Atlanta Agency
Credit Lyonnais New York Branch
Credit Lyonnais Cayman Island Branch
BBL Bank Brussels Lambert
Bank of Hawaii
The Bank of Tokyo Trust Company
Citibank, N.A.
Dresdner Bank AG, New York Branch
The Fuji Bank, Limited, New York Branch
LTCB Trust Company
Manufacturers Bank, N.A.
Mitsubishi Trust & Banking Corporation (U.S.A.)
Sun Bank/South Florida, National Association
United States National Bank of Oregon

Collateral:

All of the Debtor's now existing and hereafter acquired motor vehicle inventory of all types and descriptions (whether or not they constitute inventory for purposes of the Uniform Commercial Code), whether available for sale, lease or short-term rental purposes, which is financed or refinanced, directly or indirectly, by the Lenders described above or which is listed on any current reconciliation report or any more recent request for advance submitted by the Debtor to the Secured Party or any of such Lenders under any agreement with regard to any loan or line of credit to which the Debtor and the Secured Party are parties, or which is otherwise designated as constituting vehicles as to which the

Debtor is obtaining or retaining the availability of financial accommodations from the Secured Party or any of the Lenders described above (collectively, the "Vehicles"); all accessories, equipment, parts and appurtenances attached or appertaining to the Vehicles; all of the Debtor's right, title and interest in and to those certain letter agreements addressed to C&S dated as of October 5, 1990, and September 12, 1991 and any subsequent agreement applicable to any subsequent model year of Vehicles by and among General Motors Corporation ("GM"), the Debtor and the Agent, for itself and on behalf of the Lenders, wherein, among other things, GM agrees to repurchase from the Debtor or the Agent Vehicles purchased by the Debtor from GM dealers and any other repurchase agreement evidencing a Non-GM Program approved pursuant to the Credit Agreement (the "Repurchase Agreements"); all of Debtor's rights to all payments due from and payable by GM or any other vehicle manufacturer or distributor in respect of the repurchase price for all Vehicles tendered by the Borrower for repurchase under the GM Programs and the Non-GM Programs, and any cash proceeds of any such payments held in the Administrative Account as of the date of determination (the "Repurchase Receivables"); all of the Debtor's rights to incentive payments, "fast start" payments, mileage reimbursement payments, "keep" payments or other payments designed to induce the Debtor not to tender a Vehicle to GM for repurchase or to sell the Vehicle in a particular manner or inside or outside a particular geographic area, and any other payments (excluding any advertising support payment paid or payable by GM to the Debtor) relating to the Debtor's purchase or the repurchase value of any Vehicle and constituting accounts receivable or general intangibles of the Debtor, which are, in any case, now or hereafter due from and payable by GM ("Incentive Payment Receivables"); all funds held pursuant to any agreement for the benefit of the Secured Party and the Lenders; all of the Debtor's books and records relating to the Vehicles, the Incentive Payment Receivables and the Repurchase Receivables, including all programs and licenses (on a non-exclusive basis) to use same in accessing such records wherever located, and all right of the Debtor to records (as to Vehicles, on an exclusive basis and as to other vehicles, on a non-exclusive basis) stored under any off-site backup storage agreement; all periodic rental payments due and to become due the Debtor with respect to the Vehicles or the rental or lease thereof to the extent of thirty-five percent (35%) thereof, including, without limitation, any such payments due the Debtor pursuant to any credit card agreement; all rights to payment or proceeds under any fidelity bond covering employees of the Debtor and relating to the other collateral described herein up to, and including, the first \$20,000,000 in the aggregate in any policy period, paid or payable under any fidelity bond plus, with respect to amounts paid or payable under any fidelity bonds which exceeds \$20,000,000 in the aggregate in any policy period, all rights to such payment or proceeds under any fidelity bond but only to the extent that no Person possesses a prior lien on or claim to such payment or proceeds; all the Debtor's inventory of license plates relating to the Vehicles; all proceeds of any of the foregoing, and all proceeds of any loss or damage to or any destruction of the above, whether insured or not insured, and all proceeds of any sale, lease or other disposition of any property or interest therein referred to above, together with all proceeds of any policies of insurance covering any or all of the above, any rebates or refunds, whether for taxes, insurance or otherwise, and all proceeds of any such proceeds.

The capitalized terms used in this Exhibit A and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

STATE OF MARYLAND
[ANNE ARUNDEL COUNTY]

BOOK 575 PAGE 378

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282333

RECORDED IN LIBER _____ FOLIO _____ ON 11/09/90 (DATE)

1. DEBTOR

Name Alamo Rent-A-Car, Inc.
Address 110 Southeast Sixth Street, Ft. Lauderdale, FL 33301

2. SECURED PARTY

Name The Citizens and Southern National Bank, as agent for the Secured Parties listed on Exhibit A attached hereto
Address 35 Broad Street, Atlanta, GA 30335
Cindy A. Brazell, Esq., Kutak Rock & Campbell, 4400 Georgia-Pacific Center, 133 Peachtree Street, N.E., Atlanta, GA 30303
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	All security interest in the collateral shown on the above-referenced original financing statement is hereby assigned to:	
	The Citizens and Southern National Bank, as Collateral Agent as more fully described on Exhibit A attached hereto 35 Broad Street Atlanta, GA 30303	

103

THE CITIZENS AND SOUTHERN NATIONAL BANK, AS AGENT

Dated December 16, 1991

By: Edmund H. Schenck
(Signature of Secured Party)
Edmund H. schenck
Type or Print Above Name on Above Line



EXHIBIT A
TO
UCC-3 ASSIGNMENT

BOOK 575 PAGE 379

Debtor: Alamo Rent-A-Car, Inc.

Assignee: The Citizens and Southern National Bank ("C&S"), as Collateral Agent pursuant to the Amended and Restated Security Agreement dated as of December 16, 1991 (the "Security Agreement"), entered into to secure the Debtor's obligations under the Amended and Restated Credit Agreement dated as of December 16, 1991, among the Debtor; the financial institutions signatory thereto as lenders (collectively, the "Lenders"); and C&S and NCNB National Bank of Florida, collectively, as Agent for themselves and the other Lenders (together with any amendments, modifications or supplements thereto, the "Credit Agreement"), to the following Lenders and such other Lenders as may become party to the Credit Agreement including, but not limited to:

NCNB National Bank of Florida
The Citizens and Southern National Bank
CIBC, Inc.
Continental Bank N.A.
The Industrial Bank of Japan, Limited, Atlanta Agency
Mellon Bank, N.A.
Bank of Montreal
DG Bank Deutsche Genossenschaftsbank, Cayman Islands Branch
The Sanwa Bank Limited, Atlanta Agency
Westpac Banking Corporation
The Dai-Ichi Kangyo Bank, Limited, Atlanta Agency
Credit Lyonnais New York Branch
Credit Lyonnais Cayman Island Branch
BBL Bank Brussels Lambert
Bank of Hawaii
The Bank of Tokyo Trust Company
Citibank, N.A.
Dresdner Bank AG, New York Branch
The Fuji Bank, Limited, New York Branch
LTCB Trust Company
Manufacturers Bank, N.A.
Mitsubishi Trust & Banking Corporation (U.S.A.)
Sun Bank/South Florida, National Association
United States National Bank of Oregon

STATE OF MARYLAND
[ANNE ARUNDEL COUNTY]

BOOK 575 PAGE 380

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282333

RECORDED IN LIBER _____ FOLIO _____ ON 11/09/90 (DATE)

1. DEBTOR

Name Alamo Rent-A-Car, Inc.

Address 110 Southeast Sixth Street, Ft. Lauderdale, FL 33301

2. SECURED PARTY

Name The Citizens and Southern National Bank, as Collateral Agent
as more fully described on Exhibit A attached hereto
35 Broad Street

Address Atlanta, GA 30303
Cindy A. Brazell, Esq., Kutak Rock & Campbell, 4400 Georgia-Pacific Center,
133 Peachtree Street, N.E., Atlanta, GA 30303

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment*
(Indicate whether amendment, termination, etc.)

*NOT SUBJECT TO RECORDATION TAX

The original financing statement is hereby amended by deleting Exhibit A attached thereto and substituting in lieu thereof the Exhibit A attached hereto and by reference incorporated herein.

10-525

ALAMO RENT-A-CAR, INC.

By: Brent W. Bann TREASURER
(Signature of Debtor)

Dated December 16, 1991

THE CITIZENS AND SOUTHERN NATIONAL BANK,
AS COLLATERAL AGENT

Edmund H. Schenck
(Signature of Secured Party)

Edmund H. Schenck

Type or Print Above Name on Above Line



EXHIBIT A
TO
UCC-3 AMENDMENT

BOOK 575 PAGE 381

Debtor: Alamo Rent-A-Car, Inc.

Secured Party: The Citizens and Southern National Bank ("C&S"), as Collateral Agent pursuant to the Amended and Restated Security Agreement dated as of December 16, 1991 (the "Security Agreement"), entered into to secure the Debtor's obligations under the Amended and Restated Credit Agreement dated as of December 16, 1991, among the Debtor; the financial institutions signatory thereto as lenders (collectively, the "Lenders"); and C&S and NCNB National Bank of Florida, collectively, as Agent for themselves and the other Lenders (together with any amendments, modifications or supplements thereto, the "Credit Agreement"), to the following Lenders and such other Lenders as may become party to the Credit Agreement including, but not limited to:

NCNB National Bank of Florida
The Citizens and Southern National Bank
CIBC, Inc.
Continental Bank N.A.
The Industrial Bank of Japan, Limited, Atlanta Agency
Mellon Bank, N.A.
Bank of Montreal
DG Bank Deutsche Genossenschaftsbank, Cayman Islands Branch
The Sanwa Bank Limited, Atlanta Agency
Westpac Banking Corporation
The Dai-Ichi Kangyo Bank, Limited, Atlanta Agency
Credit Lyonnais New York Branch
Credit Lyonnais Cayman Island Branch
BBL Bank Brussels Lambert
Bank of Hawaii
The Bank of Tokyo Trust Company
Citibank, N.A.
Dresdner Bank AG, New York Branch
The Fuji Bank, Limited, New York Branch
LTCB Trust Company
Manufacturers Bank, N.A.
Mitsubishi Trust & Banking Corporation (U.S.A.)
Sun Bank/South Florida, National Association
United States National Bank of Oregon

Collateral:

All of the Debtor's now existing and hereafter acquired motor vehicle inventory of all types and descriptions (whether or not they constitute inventory for purposes of the Uniform Commercial Code), whether available for sale, lease or short-term rental purposes, which is financed or refinanced, directly or indirectly, by the Lenders described above or which is listed on any current reconciliation report or any more recent request for advance submitted by the Debtor to the Secured Party or any of such Lenders under any agreement with regard to any loan or line of credit to which the Debtor and the Secured Party are parties, or which is otherwise designated as constituting vehicles as to which the

Debtor is obtaining or retaining the availability of financial accommodations from the Secured Party or any of the Lenders described above (collectively, the "Vehicles"); all accessories, equipment, parts and appurtenances attached or appertaining to the Vehicles; all of the Debtor's right, title and interest in and to those certain letter agreements addressed to C&S dated as of October 5, 1990, and September 12, 1991 and any subsequent agreement applicable to any subsequent model year of Vehicles by and among General Motors Corporation ("GM"), the Debtor and the Agent, for itself and on behalf of the Lenders, wherein, among other things, GM agrees to repurchase from the Debtor or the Agent Vehicles purchased by the Debtor from GM dealers and any other repurchase agreement evidencing a Non-GM Program approved pursuant to the Credit Agreement (the "Repurchase Agreements"); all of Debtor's rights to all payments due from and payable by GM or any other vehicle manufacturer or distributor in respect of the repurchase price for all Vehicles tendered by the Borrower for repurchase under the GM Programs and the Non-GM Programs, and any cash proceeds of any such payments held in the Administrative Account as of the date of determination (the "Repurchase Receivables"); all of the Debtor's rights to incentive payments, "fast start" payments, mileage reimbursement payments, "keep" payments or other payments designed to induce the Debtor not to tender a Vehicle to GM for repurchase or to sell the Vehicle in a particular manner or inside or outside a particular geographic area, and any other payments (excluding any advertising support payment paid or payable by GM to the Debtor) relating to the Debtor's purchase or the repurchase value of any Vehicle and constituting accounts receivable or general intangibles of the Debtor, which are, in any case, now or hereafter due from and payable by GM ("Incentive Payment Receivables"); all funds held pursuant to any agreement for the benefit of the Secured Party and the Lenders; all of the Debtor's books and records relating to the Vehicles, the Incentive Payment Receivables and the Repurchase Receivables, including all programs and licenses (on a non-exclusive basis) to use same in accessing such records wherever located, and all right of the Debtor to records (as to Vehicles, on an exclusive basis and as to other vehicles, on a non-exclusive basis) stored under any off-site backup storage agreement; all periodic rental payments due and to become due the Debtor with respect to the Vehicles or the rental or lease thereof to the extent of thirty-five percent (35%) thereof, including, without limitation, any such payments due the Debtor pursuant to any credit card agreement; all rights to payment or proceeds under any fidelity bond covering employees of the Debtor and relating to the other collateral described herein up to, and including, the first \$20,000,000 in the aggregate in any policy period, paid or payable under any fidelity bond plus, with respect to amounts paid or payable under any fidelity bonds which exceeds \$20,000,000 in the aggregate in any policy period, all rights to such payment or proceeds under any fidelity bond but only to the extent that no Person possesses a prior lien on or claim to such payment or proceeds; all the Debtor's inventory of license plates relating to the Vehicles; all proceeds of any of the foregoing, and all proceeds of any loss or damage to or any destruction of the above, whether insured or not insured, and all proceeds of any sale, lease or other disposition of any property or interest therein referred to above, together with all proceeds of any policies of insurance covering any or all of the above, any rebates or refunds, whether for taxes, insurance or otherwise, and all proceeds of any such proceeds.

The capitalized terms used in this Exhibit A and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

STATE OF MARYLAND

[ANNE ARUNDEL COUNTY]

BOOK 575 PAGE 383

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209390

RECORDED IN LIBER _____ FOLIO _____ ON 9/27/91 (DATE)

1. DEBTOR

Name Alamo Rent-A-Car, Inc.

Address 110 Southeast Sixth Street, Ft. Lauderdale, FL 33301

2. SECURED PARTY

Name The Citizens and Southern National Bank, as agent for the Secured Parties listed on Exhibit A attached hereto

Address 35 Broad Street, Atlanta, GA 30335

Cindy A. Brazell, Esq., Kutak Rock & Campbell, 4400 Georgia-Pacific Center, 133 Peachtree Street, N.E., Atlanta, GA 30303

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: (Indicate whether amendment, termination, etc.)

All security interest in the collateral shown on the above-referenced original financing statement is hereby assigned to:

The Citizens and Southern National Bank, as Collateral Agent as more fully described on Exhibit A attached hereto
35 Broad Street
Atlanta, GA 30303

10-82

THE CITIZENS AND SOUTHERN NATIONAL BANK, AS AGENT

Dated December 16, 1991

By: Edmund H. Schenck
(Signature of Secured Party)

Edmund H. Schenck

Type or Print Above Name on Above Line



EXHIBIT A
TO
UCC-3 ASSIGNMENT

BOOK 575 PAGE 384

Debtor: Alamo Rent-A-Car, Inc.

Assignee: The Citizens and Southern National Bank ("C&S"), as Collateral Agent pursuant to the Amended and Restated Security Agreement dated as of December 16, 1991 (the "Security Agreement"), entered into to secure the Debtor's obligations under the Amended and Restated Credit Agreement dated as of December 16, 1991, among the Debtor; the financial institutions signatory thereto as lenders (collectively, the "Lenders"); and C&S and NCNB National Bank of Florida, collectively, as Agent for themselves and the other Lenders (together with any amendments, modifications or supplements thereto, the "Credit Agreement"), to the following Lenders and such other Lenders as may become party to the Credit Agreement including, but not limited to:

NCNB National Bank of Florida
The Citizens and Southern National Bank
CIBC, Inc.
Continental Bank N.A.
The Industrial Bank of Japan, Limited, Atlanta Agency
Mellon Bank, N.A.
Bank of Montreal
DG Bank Deutsche Genossenschaftsbank, Cayman Islands Branch
The Sanwa Bank Limited, Atlanta Agency
Westpac Banking Corporation
The Dai-Ichi Kangyo Bank, Limited, Atlanta Agency
Credit Lyonnais New York Branch
Credit Lyonnais Cayman Island Branch
BBL Bank Brussels Lambert
Bank of Hawaii
The Bank of Tokyo Trust Company
Citibank, N.A.
Dresdner Bank AG, New York Branch
The Fuji Bank, Limited, New York Branch
LTCB Trust Company
Manufacturers Bank, N.A.
Mitsubishi Trust & Banking Corporation (U.S.A.)
Sun Bank/South Florida, National Association
United States National Bank of Oregon

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/10/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Form Services, Inc.
Address 717 Wedeman Avenue, Linthicum, Maryland 21090

2. SECURED PARTY

Name Toyota Motor Credit Corp.
Address 1515 W. 190th Street, Torrance, CA 90509
Maryland Industrial Trucks, Inc. Attn: Jerome Flanigan
Person And Address To Whom Statement Is To Be Returned If Different From Above.
1330 W. Nursery Road, Linthicum, Maryland 21090

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is for informational purposes only. The secured party is the owner of the described property.

One (1) New Toyota Forklift Model 5FGC25, Serial Number 72042.

Equipment lease does not create a security interest. Not subject to recordation tax.

RECORD FEE 11.00
DUPLICATE .50
#282250 0263 401 113:57
12/10/91
MARY H. ROBE
CIRCUIT COURT

85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Form Services, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line
Louis E. Boldt
(Signature of Debtor)

LOUIS L. BOLDT PRES
Type or Print Above Signature on Above Line
President

Toyota Motor Credit Corp.
[Signature]
(Signature of Secured Party)

Jerome P. Flanigan
Type or Print Above Name on Above Line
Sales Manager



The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ 0.00

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

ANNE ARUNDEL COUNTY

This Financing Statement dated 12-02-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Levy, Andrew
Goldstein, Stanley
2200 Defense Highway, Suite 300
Crofton, MD 21114

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

FIRST LIBERTY NATIONAL BANK
1146 19TH STREET, N.W.

WASHINGTON, DC 20036

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit to UCC Financing Statement dated December 2, 1991.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

Levy, Andrew

FIRST LIBERTY NATIONAL BANK

Raymond J. Adams E.V.P.
Signature of Secured Party

Goldstein, Stanley
Signatures of Debtors

12.50

EXHIBIT TO UCC FINANCING STATEMENT

December 2, 1991

DEBTORS:

Levy, Andrew
Goldstein, Stanley

MAILING ADDRESS

2200 Defense Highway, Suite 300, Crofton, MD 21114

COLLATERAL DESCRIPTION:

All Equipment; together with the following specifically described property: Assignment of Lease dated January 29, 1988 and Addendums dated November 7, 1991 and November 20, 1991; however relating only to the specific equipment in the lease addendums and all other terms and conditions in the lease dated January 29, 1988. More specifically, 1 Hewlett Packard Laserjet IIID Printer, 33459A-S/N 3122J76086, with cable connectors; 1 Ricoh 5540 Copier, serial #2510500452; 1 Ricoh ADF/5560/90/6620, serial #2910358278; 1 Ricoh Sorter/5560/90/6620; 1 Ricoh Table "S"; 1 Landtech Settlement System, serial #4-1446 and accessories; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by FIRST LIBERTY NATIONAL BANK and the undersigned.

Signature(s) of Debtor(s)

FIRST LIBERTY NATIONAL BANK
By: _____
Signature(s) of Secured Party (ies)

285284

BOOK 575 PAGE 388

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Cavalier Company Inc. Address(es): 607 South Camp Meade Rd. Linthicum Maryland 21090

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department Shipley Linthicum
 Attention: Pamela M. Hale Post Office Box 987, Mailstop 500508
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Cavalier Company Inc.

By: R. Stewart Warnken (Seal)
 Type name and title, if any R. Stewart Warnken-President

By: Thomas G. Warnken (Seal)
 Type name and title, if any Thomas G. Warnken, V. Pres.

By: Lillian F. Warnken (Seal)
 Type name and title, if any Lillian F. Warnken, Secretary

By: Pamela M. Hale
 Type name and title, if any Secured Party Maryland Nat'l

MARYLAND NATIONAL BANK

Pamela M. Hale
 Officer & Asst. Manager

11-2

TW

11:00

50

3 401 714:07

12/19/91

100E

117 COURT

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- security agreement
- a financing statement
- _____

dated December 3, 1991 and executed by Cavalier Company Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

1992 Ford # 250 Cargo Van Serial # 1FTFE2448NHA01798

GRANTOR/DEBTOR
Cavalier Company Inc.

By: _____ (SEAL)

Name: R. Stewart Harkness Pres.

Title: _____

NAME: Lillian T. Harkness Sec. Treas

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: Thomas A. Paulson

Title: VP

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

Answer
Amended
Co.
12.50

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Samuel J. Giordano T/A Promatec (Name or Names)
7466 New Ridge road, Hanover, Maryland 21076 (Address)
 LESSEE: _____ (Name or Names) BGB 4941
 _____ (Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Bank of Glen Burnie (Name or Names)
 Of LESSOR: 1st Ave. & Crain Hwy. S.E. Glen Burnie, MD 21061 (Address)

4. This financing statement covers the following types (or items) of property:

1-1981 Kitamura MyCenter-2 with Tooling Center Serial #10203

RECEIVED FILE 12-00
 FILING .50
 12/19/93
 MARY M. ROSE
 MD CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE
Samuel J. Giordano
T/A Promatec
 By: [Signature] owner (Title)
Samuel J. Giordano
 (Type or print name of signer)
 By: _____ (Title)
 _____ (Type or print name of signer)

LESSOR
Chesapeake Industrial Leasing Co., Inc.
 By: [Signature] Credit Manager (Title)
Donald A. Lounsbury
 (Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

120



NOT FOR PUBLICATION

<input type="checkbox"/> Check if applicable TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
----- Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Allstate Car & Truck Rental, Inc. T/A Thrifty Rent A Car	2. Debtor(s) Complete Address(es) BWI Airport Main Terminal Baltimore, MD 21240
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 4 North Park Drive Hunt Valley, MD 21030	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe) Motor vehicles, trailers and semi-trailers financed by secured party; general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts arising out of the sale or lease of those motor vehicles, trailers and semi-trailers financed by secured party, including rents receivable under leases and rental agreements.	
8a. (X) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. ()	
*Filed with Circuit Court Clerk of <u>Anne Arundel</u> County; Other _____	
9. Transaction is () is not (X). (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) ALLSTATE CAR & TRUCK RENTAL, INC. T/A THRIFTY RENT A CAR <i>[Signature]</i>	Signature(s) of Secured Party (ies) or Assignee(s) GENERAL MOTORS ACCEPTANCE CORPORATION By: <i>[Signature]</i> D. J. Hodnett Assist. Sec'y.
FILING OFFICER COPY Type or Print Names Clearly Below Signature.	
<small>GMAC UCCI Md 4-74</small>	

115
8



Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
----- Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Allstate Car & Truck Rental, Inc. T/A Thrifty Rent A Car	2. Debtor(s) Complete Address(es) 7060 Aviation Blvd. Glen Burnie, MD 21061
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 4 North Park Drive Hunt Valley, MD 21030	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe) Motor vehicles, trailers and semi-trailers financed by secured party; general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts arising out of the sale or lease of those motor vehicles, trailers and semi-trailers financed by secured party, including rents receivable under leases and rental agreements.	
8a. (X) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented: ()	
*Filed with Circuit Court Clerk of Anne Arundel County; Other _____	
9. Transaction is (), is not (X). (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) ALLSTATE CAR & TRUCK RENTAL, INC. T/A THRIFTY RENT A CAR <i>[Signature]</i>	Signature(s) of Secured Party(ies) or Assignee(s) GENERAL MOTORS ACCEPTANCE CORPORATION By: <i>[Signature]</i> D. J. Hodnett Assist. Sec'y.
FILING OFFICER COPY	
Type or Print Names Clearly Below Signature.	

NOT FOR PUBLICATION

RECORD FEE 1.00
 MORTGAGE 0.50
 AD VALORE TAX 114.10
 12/19/91
 ANNE ARUNDEL COUNTY COURT

112



285290

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#299190 C489 R02 T14:34

To Be Recorded in the:

_____ Financing Statement Records of the Maryland State
Department of Assessments and Taxation

12/19/91

MARY M. ROSE

AA CO. CIRCUIT COURT

X _____ Financing Statement Records of Anne Arundel County
Maryland

1. NAME AND ADDRESS OF DEBTOR: Deale Liquors, Inc. a Maryland close corporation
5738 Deale-Churchton Rd.
Rt. 256
Churchton, Maryland 20733
2. NAME AND ADDRESS OF SECURED PARTIES: Pickeral Liquors, Inc.
11706 Van Brady Road
Upper Marlboro, Maryland 20772

3. This Financing Statement covers all of the following property of the Debtor:

A. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **General Intangibles.** All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. **Equipment and Fixtures Generally.** All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the premises known as Deale Liquors, 5738 Deale-Churchton Rd., Rt. 256, Churchton, Maryland 20733, and the record owner of such real property is: Timothy O. Grote and Kathleen D. Grote.

D. **Proceeds of Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance.

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Security Agreement and Note of even date herewith between the Secured Party and Debtor as security for a loan made by the Secured Party to Debtor under and pursuant to the Note and Security Agreement.

11.00
70.00
70.50

5. Proceeds and products of the collateral are also covered.

6. This transaction is subject to recordation tax. The principal amount of the debt initially incurred is \$ 125,000.00 of which \$10,000.00 is subject to recordation tax. Recordation tax on such amount has been paid to Anne Arundel County, Maryland.

WITNESS:

DEBTOR:

Deale Liquors, Inc., a Maryland
close corporation

Monica M. Haley-Pierson

By: [Signature] (SEAL)
Timothy O. Grote, President

11/11/91

AFTER RECORDING RETURN TO:

Monica M. Haley-Pierson, Esquire
14440 Old Mill Road
Upper Marlboro, Maryland 20772
(301)952-0100



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 260810 recorded in Liber 495 Folio 582 on 3/14/86 at Anne Arundel County

1. DEBTOR(S): Providence Center, Inc. ADDRESS(ES): 370 Shore Acres Road Arnold, Maryland 21012 2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: V. Johnson ADDRESS: MAILSTOP: 500-291; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): Bay Title Company, 125 West Street, 4th floor, Annapolis, Maryland 21404-2289

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. X TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

DEBTOR(S): Providence Center, INC. (Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Beth S. Eames (SEAL)

Beth S. Eames, Assistant Vice President (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

RETURN TO: BAY TITLE COMPANY

125 West Street, 4th Floor Annapolis, Maryland 21404-2289

T _____

RETURN TO: BAY TITLE COMPANY

P. O. Box 2289 125 West Street, 4th Floor Annapolis, Maryland 21404-2289

1050 Mail to T 5480

207-126 REV. 4-86

10.50



285294

BOOK 575 PAGE 396

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

- INSTRUCTIONS
- PLEASE TYPE this form. Fold only along perforation for mailing.
 - Remove Secured Party and Debtor copies and send other 3 copies to the filing officer. Enclose filing fee.
 - If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
 - If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
 - When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
 - At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Safeguard Business Systems, Inc. 455 Maryland Drive Ft. Washington, PA 19034	2. Secured Party(ies) and address(es) Bankers Trust Company, as Agent 280 Park Avenue New York, New York 10015	3. Maturity date (if any). For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 29.00 POSTAGE .50 #299980 C489 R02 T14:06 12/20/91 MARY M. ROSE AA CO. CIRCUIT COURT
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4. This financing statement covers the following types (or items) of property:
See Schedule I attached hereto, which is made a part hereof. If transaction or transactions wholly or partially subject to recordation tax, indicate amount of taxable debt here. \$0.00.

5. Assignee(s) of Secured Party and Address(es)

FILING FEE \$ _____

Please Return To

LEXIS®
DOCUMENT SERVICES
P.O. BOX 2969
Springfield, Illinois 62708
THANK YOU

3-MF

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____

Safeguard Business Systems, Inc.

By: *Jo (S) Ben* Signature(s) of Debtor(s) Title _____

By: *Allen K. Stewart* Signature(s) of Secured Party(ies) Title _____

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Schedule I
To Financing Statement

1. Debtor: SAFEGUARD BUSINESS SYSTEMS, INC.
(with an address at 455 Maryland
Drive, Fort Washington, PA 19034)
2. Secured Party: BANKERS TRUST COMPANY as Agent (with
an address at 280 Park Avenue, New
York, New York 10015)
3. This Financing Statement covers the following types
(or items) of property:

All of the Debtor's right, title and interest
now owned or hereafter acquired in, to and under the
following:

(i) each and every Receivable now existing or
hereafter arising from time to time, (ii) all Inventory,
whether now existing or hereafter acquired from time to
time, (iii) all Equipment whether now existing or hereaf-
ter acquired from time to time, (iv) all General Intangi-
bles whether now existing or hereafter acquired from time
to time, including but not limited to all Marks, together
with the registrations and right to all renewals, reiss-
ues and extensions thereof, all Copyrights, together
with any renewals, reissues and extensions thereof, all
license rights, processes, formulas, tax refunds, causes
of action, copyrights, copyright applications, choses in
action, license agreements, permits, franchises and Pat-
ents, together with the right to all renewals, reissues,
continuations, continuations-in-part, and extensions
thereof and the goodwill of the business of the Debtor as
symbolized by such Marks, Patents, Copyrights, license
rights, license agreements, permits, franchises and all
other intangible personal property of every kind and
nature of the Debtor, (including, without limitation, the
Customer List), all claims for damages by reason of past
infringement of such Marks and Patents with the right to
sue for and collect said damages and the right to collect
all royalties under any license agreements with respect
to any such Patents and Marks and any and all causes of
action which may exist by reason of infringement or dilu-

action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, (v) to the extent that the terms thereof do not prohibit their being subject to a security interest, each and every Contract, including, without limitation, the Leases, now existing or hereafter from time to time entered into by the Debtor, (vi) all amounts from time to time held in the Proceeds Cash Collateral Account, (vii) all cash, Instruments, securities and funds from time to time on deposit in the Collateral Accounts or Disbursement Account, all investments of funds in the Collateral Accounts and each Disbursement Account and all certificates, securities and instruments evidencing any such investments of funds in the Collateral Accounts and each Disbursement Account, and all interest, dividends, cash, Instruments and other property received as Proceeds of, or in substitution or exchange for, any amounts and investments described above in this clause (vii) in respect of any Accounts, deposits or Proceeds thereof, (viii) without limiting the generality of the foregoing, all other personal property, goods, Instruments, chattel paper, documents, credits, claims, demands and assets of the Debtor whether now existing or hereafter acquired from time to time, and (ix) and any and all additions and accessions to any of the foregoing, all improvements thereto, all substitutions and replacements therefor and all products and Proceeds thereof (all of the above collectively, the "Safeguard Collateral").

Capitalized terms herein not defined above shall have the following meanings:

"Account" shall mean "Deposit account" as such term is defined in Section 9-105 of the UCC.

"Cash Collateral Agreement" shall mean the Cash Collateral Agreement dated as of December 17, 1991, between the Debtor and Bankers Trust Company, as Agent, as the same may be further amended, supplemented or modified from time to time.

"Collateral Accounts" shall mean those special accounts established by Bankers Trust Company at its office located at 280 Park Avenue, New York, New York, in the name of the Debtor into which Bankers Trust Company shall deposit the proceeds of any Safeguard Collateral pursuant to the Cash Collateral Agreement.

"Contracts" shall mean those contracts to which the Debtor is a party or is bound, or to which the Debtor may hereafter from time to time become a party or become bound.

"Copyright" shall mean each copyright, copyright registration and copyright application, including, without limitation, each copyright, copyright registration and copyright application set forth in Annex 11.1 to the Security Agreement, which Annex is hereby incorporated herein and made a part hereof.

"Credit Agreement" shall mean the Revolving Credit and Term Loan Agreement, dated as of December 11, 1986, as amended, among the Debtor, S A C Holdings Corporation, the banks a party thereto and Bankers Trust Company, as Agent, as the same may be further amended, supplemented or modified from time to time.

"Customer List" shall mean the database of customers and potential customers which is used by the Debtor in any manner and in whatever form, in connection with its business.

"Debtor" shall mean Safeguard Business Systems, Inc., a Delaware corporation.

"Disbursement Account" shall mean each of those accounts maintained or opened pursuant to the Cash Collateral Agreement in which the Debtor has any interest, title or right, or into which the Debtor shall deposit all amounts and remittances made to the Debtor.

"Equipment" shall mean any "equipment", as such term is defined in the Uniform Commercial Code as in effect in any relevant jurisdiction, now or hereafter owned or leased by Debtor and, in any event, shall include, but shall not be limited to, all machinery, tools, office equipment, furniture, furnishings, fixtures, vehicles, motor vehicles and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all improvements thereon and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean "general intangibles" as such term is defined in the Uniform Commercial Code as in effect in any relevant jurisdiction, now

or hereafter owned by Debtor and including, but not limited to, all marks, trademarks, trademark applications, trademark registrations, patents, patent registrations, patent applications, copyrights, goodwill of the Debtor's business symbolized by any of the foregoing, license rights, license agreements, permits, franchises, patents and the Customer List.

"Instrument" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction.

"Inventory" shall mean all of the inventory of the Debtor of every type or description, now owned or hereafter acquired and wherever located, whether raw, in process or finished, all materials usable in processing the same and all documents of title covering any inventory, including but not limited to work in process, materials used or consumed in Debtor's business, now owned or hereafter acquired or manufactured by the Debtor and held for sale in the ordinary course of its business; all present and future substitutions thereof, parts and accessories thereof and all additions thereto; all proceeds thereof and products of such inventory in any form whatsoever.

"Lease" shall mean those leases relating to the Equipment, any real property, any licenses, any personal property and assets in the nature of personal property, wheresoever situated to which the Debtor is a party or is bound, as well as all renewals, substitutions and replacements therefor and all other leases to which the Debtor may hereafter from time to time become a party or become bound.

"Marks" shall mean the trademarks, trademark registrations and trademark applications pending including, without limitation, all registrations, recordings and applications in the United States Patent and Trademark Office or any similar governmental agency in any foreign country (which the Debtor has adopted and used and is using or hereafter acquires or under which the Debtor is licensed) including, without limitation, those Marks set forth with corresponding registration numbers and registration or expiration dates in Annex 5.1 and Annex 5.1(a) of the Security Agreement, which Annex 5.1 and Annex 5.1(a) are hereby incorporated herein and made a part hereof, as well as all other trademarks, trade

names, fictitious business names, business names, company names, business identifiers, prints, labels, trade styles and service marks not registered, and trade dress, including logos and/or designs, in connection with which all of the marks referred to in Annex 5.1 and Annex 5.1(a) are used.

"Patent" shall mean any letters patent and any patent registration and any patent applications pending, including, without limitation, registrations, recordings and applications registered or recorded in the United States Patent and Trademark Office or any similar governmental agency in any foreign country including, without limitation, those Patents set forth in Annex 6.1 of the Security Agreement, which annex is hereby incorporated herein and made a part hereof, in respect of which the Debtor possesses any rights whatsoever.

"Proceeds" shall mean all proceeds as that term is defined in the UCC as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or Debtor from time to time and claims for insurance, indemnity, warranty or guaranty effected or held for the benefit of the Debtor with respect to any of the Safeguard Collateral (and, in any event, any of the Contracts and Leases), (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Safeguard Collateral (and, in any event, any of the Contracts and Leases) by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Safeguard Collateral (and, in any event, any of the Contracts and Leases).

"Proceeds Cash Collateral Account" shall mean a special account established by Bankers Trust Company at its office located at 280 Park Avenue, New York, New York, in the name of the Debtor into which Bankers Trust Company shall deposit the proceeds of any Safeguard Collateral obtained pursuant to Section 5.6, 6.6, 7.2 or 9.1 of the Security Agreement or disposed of pursuant to Section 9.2 of the Security Agreement.

"Receivables" shall mean all of the Debtor's rights to payment for goods sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by the Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, correspondence, credit files, records, ledger cards, invoices, and other papers relating thereto, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau from time to time acting for the Debtor, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Security Agreement" shall mean the Security Agreement, dated as of March 30, 1989, made by Safeguard Business Systems, Inc. in favor of Bankers Trust Company, as Agent, as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in any relevant jurisdiction.

285290

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

LPA, INC.
2295 Johns Hopkins Road
Crofton, Maryland
-and-
5200 West 94th Terr.
Prairie Village, KS 66207

Midland Bank of Kansas
6300 Nall
Mission, Kansas 66202

RECORD FEE 17.00
POSTAGE .50
#300140 C489 R02 T15:03
12/20/91

MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

See attached Exhibit "A"

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

LPA, INC.

MIDLAND BANK OF KANSAS

By: ¹⁷⁰⁰

Robert E. Simon
Signature(s) of Debtor(s)

President
Title

By:

Paula R. Kuhn
Signature(s) of Secured Party(ies)

Paula R. Kuhn
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EXHIBIT "A"

All of the right, title and interest in and to the following:

(a) all inventory, including all goods and merchandise now owned or hereafter acquired by the Debtor and held for sale, lease, rental, or resale, or for use or consumption in the business of the Debtor, or otherwise, or furnished or to be furnished by the Debtor under contracts of service or supply;

(b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools parts and motor vehicles, now owned or hereafter acquired and used or usable in the business of the Debtor, together with all additions or accessions thereto and renewals, replacements or substitutions therefor as well as all furniture, fixtures, equipment and other personalty which is affixed to, appurtenant to, located on or in the real estate which is described on Exhibit "A" which is attached hereto and incorporated herein by reference, now owned or hereafter acquired, along with all present and future attachments, accessories, replacements and all proceeds thereof;

(c) All accounts, including all present and future evidences of or rights to payments due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether at wholesale or retail and whether from inventory or otherwise) or services rendered regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the sale, lease or other disposition of inventory, equipment or otherwise, and all bank accounts and deposits;

(d) All trademarks, service marks, trade names, trade styles, logos, goodwill, trade secrets, franchises, licenses and patents now owned or hereafter acquired, including the right to use any thereof owned by others;

(e) All right, title and interest in and to any leases for real and/or personal property, including specifically without limitation, those leases between Debtor and La Petite Academy, Inc. for the properties listed on the attached Exhibit "A";

(f) All general intangibles, now existing or hereafter acquired or arising, including without limitation any

EXHIBIT "A"

LaPetite Properties

<u>Property</u>	<u>Street Addresses</u>
1. Frederick, Maryland	2150 Old Farm Rd; Frederick, Maryland
2. Ashburn, Virginia	20110 Ashburn Village; Ashburn, Virginia
3. Centerville, Virginia	5130 Woodmere Drive; Centerville, Virginia
4. Fairfax Station, Virginia	5833 Ox Road; Fairfax Station, Virginia
5. Crofton, Maryland	2295 Johns Hopkins Road; Crofton, Maryland

PJ2-15811

deposits or accounts maintained by or on behalf of Debtor wherever the same may be located; and

(g) All bank accounts, savings accounts or other depository accounts or the equivalent thereof, all certificates of deposit, any other cash investments and the cash and non-cash proceeds, products, rents and profits of any of the assets described hereinabove, immediate and remote.

Mail to Midland Bank of Kansas

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282027

RECORDED IN LIBER _____ FOLIO _____ ON 9/27/90 (DATE)

1. DEBTOR

Name The Franklin Mint Gallery, Inc.
c/o Franklin Mint Company
Address Franklin Center, PA 19091

2. SECURED PARTY

Name The First National Bank of Boston, as Agent
100 Federal Street
Address Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50

4025230 0090 R03 115:55
12/20/91
M. ROSE
AS CL. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> Full The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Collateral Assigned: All collateral and rights under original Financing Statement identified above.
Assignee: Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent*
Broad and Chestnut Streets, Philadelphia, PA 19101
*Under the Credit Agreement dated as of February 1, 1985, as restated as of December 1991, and as otherwise from time to time in effect, among the Debtor, certain other borrowers and guarantors, the Assignee and certain other lenders.

The First National Bank of Boston, as Agent

Dated December 12, 1991

By: Carole Delaney Vice President
(Signature of Secured Party)

Carole Delaney, Vice President
Title: Type or Print Above Name on Above Line

15.8

STATE OF MARYLAND

BOOK 575 PAGE 408

Anne Arundel Co., M.D.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~757000~~ 282085

RECORDED IN LIBER _____ FOLIO _____ ON 10/5/90 (DATE)

1. DEBTOR

Name Franklin Mint Company

Address Franklin Center, PA 19091

Marley Station Mall

7900 Governor Ritchie HWY

Glen Burnie, MD 21061

2. SECURED PARTY

Name The First National Bank of Boston, as Agent

Address 100 Federal Street

Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#005740 0190 R03 115:55

12/20/91

RY N. ROSE

CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>FULL</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Collateral Assigned: All collateral and rights under original Financing Statement identified above.

Assignee: Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent*
Broad and Chestnut Streets, Philadelphia, PA 19101

*Under the Credit Agreement dated as of February 1, 1985, as restated as of December 12, 1991, and as otherwise from time to time in effect, among the Debtor, certain other borrowers and guarantors, the Assignee and certain other lenders.

Dated December 12, 1991

The First National Bank of Boston, as Agent

By: Carole Delaney, Vice President
(Signature of Secured Party)

Carole Delaney, Vice President

Type or Print Above Name on Above Line
Title:

15 - 80

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Franklin Mint Company

Address Route 1, Franklin Center, PA 19091

2. SECURED PARTY

Name Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent

Address Broad & Chestnut Streets

Philadelphia, PA 19101

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Collin J. Beecroft, Esq., Ropes & Gray, One International Place, Boston, MA 02110

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Accounts, contract rights, documents, instruments, general intangibles, inventory, goods, equipment and all other property of every kind and nature now owned or hereafter acquired and all proceeds and products thereof, all as more fully described in Exhibit A attached hereto and incorporated herein by reference.

Name and address of Assignee: MARY H. ROSE PA CO. CIRCUIT COURT

No recordation tax is required. This financing statement is to perfect a security interest in inventory, contract rights, general intangibles and accounts; and to perfect a security interest in all assets of the Debtor for which this filing is exempt from the recordation tax.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Franklin Mint Company, by American Protection Industries, Inc., Managing General Partner

By R. Jane Westuch

Title: Vice President

Franklin Mint Company

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORDING FEE 18.00
POSTAGE .50
4028250 0090 R03 115:55
12/20/91



EXHIBIT A

The Financing Statement to which this Exhibit A is attached lists Franklin Mint Company, a Delaware general partnership, as Debtor, and Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent, as Secured Party.

Pursuant to the Credit Agreement dated as of February 1, 1985, as amended, restated and assigned in its entirety as the 1991 Amended and Restated Credit Agreement dated as of December 12, 1991, and as otherwise from time to time in effect (the "Credit Agreement"), among the Debtor, certain of its subsidiaries, the Secured Party and certain other lenders party thereto, the Secured Party is acting for itself, the other lenders and each holder from time to time of any Bank Obligation (as defined in the Credit Agreement). This Financing Statement covers all of the Debtor's right, title and interest in and to (but none of its obligations or liabilities with respect to) the items and types of present and future property described in Paragraphs 1 through 14 below, whether now owned or hereafter acquired:

1. Tangible Personal Property. All goods, machinery, equipment, inventory, raw materials, work in process, finished parts and products, supplies, spare parts, replacement parts, merchandise for resale, computers and computer equipment and all other tangible personal property of any nature whatsoever, wherever located, including all consumer collectibles, luxury, home decor and leisure products, porcelain products, medals, coins and ingots, gold, silver and other precious metals, dolls, precious and semi-precious stones, jewelry, sculptured figures, books, die cast cars and weapon replicas, decorative wall products and objects of art.

2. Rights to Payment of Money. All accounts and other rights to receive the payment of money, including accounts (as defined in the Uniform Commercial Code) and receivables, rights to receive the payment of money under contracts, franchises, licenses, permits, subscriptions or other agreements (whether or not earned by performance), rights to receive payments from customers and rights to receive payments from any other source.

3. Intangibles. All of the following: (a) contracts, franchises, licenses, permits, subscriptions and other agreements and all rights thereunder; (b) rights granted by others which permit the Debtor to sell or market items of personal property; (c) United States and foreign common law and statutory copyrights and rights in literary property and rights and licenses thereunder; (d) trade names, United States and foreign trademarks, service marks, any registrations thereof and any related good will; (e) United States and foreign patents and patent applications; (f) computer software, designs, models,

know-how, trade secrets, rights in proprietary information, formulae, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions and processes; (g) leases, royalties, chattel paper, documents, records, permits, negotiable and non-negotiable instruments, hedge contracts, and forward purchase contracts; (h) judgments, causes in action and claims, whether or not inchoate; and (i) all other general intangibles (as defined in the Uniform Commercial Code) and intangible property and all rights thereunder.

4. Pledged Stock.

(a) All shares of capital stock or other evidence of beneficial interest in any corporation, business trust or limited liability company, (b) all general and limited partnership interests in any general or limited partnership, (c) all joint venture interests in any joint venture and (d) all options, warrants and similar rights to acquire such capital stock or such interests.

5. Pledged Rights. All rights to receive profits or surplus of, or other distributions (including income, return of capital and liquidating distributions) from, any partnership or joint venture, including any distributions by any such person to partners or joint venturers.

6. Pledged Indebtedness. All financing debt from time to time owing to the Debtor from any person, together with all security held by the Debtor with respect to such financing debt.

7. Chattel Paper and Instruments. All chattel paper (as defined in the Uniform Commercial Code) and negotiable and non-negotiable instruments (as defined in the Uniform Commercial Code).

8. Leases. All leases of personal property, whether the Debtor is the lessor or the lessee thereunder.

9. Collateral. All collateral granted by third party obligors to, or held by, the Debtor with respect to the accounts, pledged securities, chattel paper, instruments, leases and other items described in this Exhibit A.

10. Books and Records. All books and records, including books of account and ledgers of every kind and nature, all files and correspondence and all receptacles and containers for the foregoing.

11. Electronically Recorded Data. All electronically recorded data, including all computer programs, disks, tapes,

electronic data processing media and software used in connection with maintaining the Debtor's books and records.

12. Insurance. All insurance policies which insure against any loss or damage to any item described in this Exhibit A.

13. All Other Property. All other property, assets and items of value of every kind and nature, tangible, or intangible, absolute or contingent, legal or equitable.

14. Proceeds and Products. All proceeds, including insurance proceeds, and products of the items described in Paragraphs 1 through 13 above.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Franklin Mint Gallery, Inc.
Address c/o Franklin Mint Company, Route 1, Franklin Center, PA 19091

2. SECURED PARTY

Name Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent
Address Broad & Chestnut Streets
Philadelphia, PA 19101

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Collin J. Beecroft, Esq., Ropes & Gray, One International Place, Boston, MA 02110

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Accounts, contract rights, documents, instruments, general intangibles, inventory, goods, equipment and all other property of every kind and nature now owned or hereafter acquired and all proceeds and products thereof, all as more fully described in Exhibit A attached hereto and incorporated herein by reference.

Name and address of Assignee
RECORD FEE 17.00
POSTAGE .50

No recordation tax is required. This financing statement is to perfect a security interest in inventory, contract rights, general intangibles and accounts; and to perfect a security interest in all assets of the Debtor for which this filing is exempt from the recordation tax. 12/20/91

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

The Franklin Mint Gallery, Inc.
By Richard Kradye
(Signature of Debtor)

The Franklin Mint Gallery, Inc.
Type or Print Above Name on Above Line

Richard Kradye
(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

17 SW



EXHIBIT A

The Financing Statement to which this Exhibit A is attached lists The Franklin Mint Gallery, Inc., a Delaware corporation, as Debtor, and Philadelphia National Bank, incorporated as CoreStates Bank, N.A., as Agent, as Secured Party.

Pursuant to the Credit Agreement dated as of February 1, 1985, as amended, restated and assigned in its entirety as the 1991 Amended and Restated Credit Agreement dated as of December 12, 1991, and as otherwise from time to time in effect (the "Credit Agreement"), among the Debtor, certain of its affiliates, the Secured Party and certain other lenders party thereto, the Secured Party is acting for itself, the other lenders and each holder from time to time of any Bank Obligation (as defined in the Credit Agreement). This Financing Statement covers all of the Debtor's right, title and interest in and to (but none of its obligations or liabilities with respect to) the items and types of present and future property described in Paragraphs 1 through 14 below, whether now owned or hereafter acquired:

1. Tangible Personal Property. All goods, machinery, equipment, inventory, raw materials, work in process, finished parts and products, supplies, spare parts, replacement parts, merchandise for resale, computers and computer equipment and all other tangible personal property of any nature whatsoever, wherever located, including all consumer collectibles, luxury, home decor and leisure products, porcelain products, medals, coins and ingots, gold, silver and other precious metals, dolls, precious and semi-precious stones, jewelry, sculptured figures, books, die cast cars and weapon replicas, decorative wall products and objects of art.

2. Rights to Payment of Money. All accounts and other rights to receive the payment of money, including accounts (as defined in the Uniform Commercial Code) and receivables, rights to receive the payment of money under contracts, franchises, licenses, permits, subscriptions or other agreements (whether or not earned by performance), rights to receive payments from customers and rights to receive payments from any other source.

3. Intangibles. All of the following: (a) contracts, franchises, licenses, permits, subscriptions and other agreements and all rights thereunder; (b) rights granted by others which permit the Debtor to sell or market items of personal property; (c) United States and foreign common law and statutory copyrights and rights in literary property and rights and licenses thereunder; (d) trade names, United States and foreign trademarks, service marks, any registrations thereof and any related good will; (e) United States and foreign patents and

patent applications; (f) computer software, designs, models, know-how, trade secrets, rights in proprietary information, formulae, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions and processes; (g) leases, royalties, chattel paper, documents, records, permits, negotiable and non-negotiable instruments, hedge contracts, and forward purchase contracts; (h) judgments, causes in action and claims, whether or not inchoate; and (i) all other general intangibles (as defined in the Uniform Commercial Code) and intangible property and all rights thereunder.

4. Pledged Stock.

(a) All shares of capital stock or other evidence of beneficial interest in any corporation, business trust or limited liability company, (b) all general and limited partnership interests in any general or limited partnership, (c) all joint venture interests in any joint venture and (d) all options, warrants and similar rights to acquire such capital stock or such interests.

5. Pledged Rights. All rights to receive profits or surplus of, or other distributions (including income, return of capital and liquidating distributions) from, any partnership or joint venture, including any distributions by any such person to partners or joint venturers.

6. Pledged Indebtedness. All financing debt from time to time owing to the Debtor from any person, together with all security held by the Debtor with respect to such financing debt.

7. Chattel Paper and Instruments. All chattel paper (as defined in the Uniform Commercial Code) and negotiable and non-negotiable instruments (as defined in the Uniform Commercial Code).

8. Leases. All leases of personal property, whether the Debtor is the lessor or the lessee thereunder.

9. Collateral. All collateral granted by third party obligors to, or held by, the Debtor with respect to the accounts, pledged securities, chattel paper, instruments, leases and other items described in this Exhibit A.

10. Books and Records. All books and records, including books of account and ledgers of every kind and nature, all files and correspondence and all receptacles and containers for the foregoing.

11. Electronically Recorded Data. All electronically recorded data, including all computer programs, disks, tapes, electronic data processing media and software used in connection with maintaining the Debtor's books and records.

12. Insurance. All insurance policies which insure against any loss or damage to any item described in this Exhibit A.

13. All Other Property. All other property, assets and items of value of every kind and nature, tangible, or intangible, absolute or contingent, legal or equitable.

14. Proceeds and Products. All proceeds, including insurance proceeds, and products of the items described in Paragraphs 1 through 13 above.

(A)

FINANCING STATEMENT

285286

- To be recorded among the Land Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 26.00
 POSTAGE .50
 #300420 C489 R02 T08:44
 12/23/91

Not subject to recordation tax.

DEBTOR:

ADDRESS:

Earl K. Hamilton
Virginia Ann Hamilton

624 Tower Bank Road
Severna Park, Maryland 21146

MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

ADDRESS:

Farmers National Bank
of Maryland

Five Church Circle
Annapolis, Maryland 21401

TW

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or

LAW OFFICES
 MANIS,
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404
 (410) 263-8855

2600
50

FN001-810

van Borrower's Initials

aw

any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated December 19, 1991 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855


Borrower's Initials

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

Earl K. Hamilton
EARL K. HAMILTON

Virginia Ann Hamilton
VIRGINIA ANN HAMILTON

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking organization

By: Russell R. III (SEAL)
RUSSELL R. III
Title: VICE PRESIDENT

Mr. Clerk Return to: Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

Earl K. Hamilton
Earl K. Hamilton
Borrower's Initials

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING FOR THE SAME on the northeast side of Ritchie Highway 150 feet wide at the distance of 2120 feet southeasterly from the southernmost corner of a lot of ground which was conveyed by a deed from Louis Pumphrey and wife to Howard Kuhn, dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 427, etc. then south 35 degrees 01 minutes east binding on Ritchie Highway 100 feet, thence north 54 degrees 59 minutes east at right angles to said Highway 200 feet thence north 35 degrees 01 minutes west parallel with said Highway 100 feet and thence south 54 degrees 29 minutes west 200 feet to the place of beginning. The improvements thereon being known as 8021 Ritchie Highway.

BEING the same property which by Deed dated March 4, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4038, folio 765, was granted and conveyed unto EARL K. HAMILTON and VIRGINIA ANN HAMILTON, his wife, by CLARENCE L. HAMILTON and BESSIE G. HAMILTON, his wife.

PARCEL NO. 2:

The property being known as No. 7706 Quarterfield Road, Anne Arundel County, Maryland, more particularly described in a Deed dated March 22, 1965 from Evelyn M. Andrews to Anthony T. Andrews, and recorded among the Land Record of Anne Arundel County in Liber L.N.P. No. 1848, folio 598; however, SAVING AND EXCEPTING from both parcels described in the aforesaid Deed all that lot of ground described in a deed dated November 8, 1957 from Charles Everett Hildebrand and Esther Gladys Hildebrand, his wife, to George M. Donaldson and Frances L. Donaldson, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1165, folio 523.

BEING the same property which by Deed dated June 15, 1979, and recorded among the Land Records of Anne Arundel County in Liber 3211, folio 45, was granted and conveyed unto EARL KENT HAMILTON and VIRGINIA ANN HAMILTON, his wife, by ANTHONY T. ANDREWS.

PARCEL NO. 3:

BEING KNOWN AND DESIGNATED as Lot No. 1 (containing 40,293 square feet, more or less), as shown on Minor Subdivision Plat of George M. Donaldson, Sr., dated July 10, 1981, and recorded among the Land Records of Anne Arundel County in Plat Book 84, folio 13. The improvements thereon being known as 903 Frances Avenue.

TOGETHER with and subject to the use in common with others for purposes of ingress and egress, the right of way designated as Frances Avenue as shown on said Minor Subdivision Plat.

EXHIBIT "A" - Continued

BEING the same property which by Deed dated December 22, 1981, and recorded among the Land Records of Anne Arundel County in Liber 3463, folio 874, was granted and conveyed unto EARL KENT HAMILTON and VIRGINIA ANN HAMILTON, his wife, by GEORGE M. DONALDSON and FRANCES L. DONALDSON, his wife.

PARCEL NO. 4:

BEGINNING FOR THE SAME at a pipe found which marks the end of the second or South 34 degrees 37 minutes East 417.4 foot line described in that conveyance from David Champion widower to William Carroll by Deed dated February 28, 1976, and recorded among the Land Records of Anne Arundel County in Liber WGL 2832, folio 50, thence from the point of beginning so fixed and binding on part of said second line reversely, and as now surveyed, North 34 degrees, 37 minutes, 00 seconds West 370.60 feet to a pipe set on the southeasternmost right-of-way line of the Realignment of Quaterfield Road; thence binding on the southeasternmost right-of-way line of the Realignment of Quaterfield Road, the following three courses and distances: North 57 degrees 52 minutes 06 seconds East 2.42 feet; North 55 degrees 29 minutes 57 seconds East 85.06 feet to a pipe set; South 70 degrees 30 minutes 03 seconds East 28.74 feet to a pipe set in the fourth of North 34 degrees 37 minutes West 417.4 foot line described in the aforementioned conveyance to Carroll; thence leaving the southeasternmost right-of-way line of the Realignment of Quaterfield Road and binding on part of said fourth line reversely, and as now surveyed, South 34 degrees 37 minutes 00 seconds East 351.41 feet to a pipe found; thence leaving said fourth line and still binding on part of the outline described in said conveyance to Carroll 57 degrees 47 minutes 00 seconds West 104.42 feet to the point of beginning. CONTAINING 0.8878 of an acre of land, more or less, within the bounds of the description according to a survey and plat made by James D. Hicks and associates, Inc., Registered surveyors, dated December, 1977. SAVING AND EXCEPTING 0.081 acres conveyed to the State Highway Administration by Deed EAC 4499, folio 346 dated June 18, 1986. (.8068 acres, Quaterfield Road)

BEING the same property which by Deed dated February, 1989, and recorded among the Land Records of Anne Arundel County in Liber 4848, folio 31, was granted and conveyed unto EARL KENT HAMILTON and VIRGINIA ANN HAMILTON, his wife, by FRANK A. KUNKOSKI and KERILYN L. KUNKOWSKI, his daughter.

PARCEL NO. 5:

BEING KNOWN AND DESIGNATED as "Residue", containing 1.2789 acres, as set forth on "Minor Subdivision Plat of George M. Donaldson, Sr.", which Plat is recorded among the Plat Records of Anne Arundel County in Plat book 84, folio 13. The improvements thereon being known as 455 Old Stage Road.

BEING the same property which by Deed dated January 11, 1984, and recorded among the Land Records of Anne Arundel County in Liber 3695, folio 74, was granted and conveyed unto EARL KENT HAMILTON and VIRGINIA ANN HAMILTON, his wife, by GEORGE M. DONALDSON and FRANCES L. DONALDSON, his wife.

EXHIBIT "A" - Continued

PARCEL NO. 6:

BEGINNING for the same at a point on the north shore line of the Severn River, said point being situated south seventy-three degrees, twenty one minutes west three hundred and ninety and nine-tenths feet from a stone near the shore line of said river, said stone being at the end of the north twenty-one degrees, east three and eight tenth perches line of the land described in a deed dated May 4th 1914 and recorded among the Land Records of Anne Arundel County in Liber GW No. 106, Folio 78; and running thence from said beginning point binding on the waters of the Severn River the five following courses and distances; south seventy-seven degrees, eighteen minutes west two hundred and sixty-eight and seventy-five one hundredths feet; north sixty-one degrees, forty-three minutes west two hundred and fifteen and seventy eight one hundredths feet; north forty-five degrees; ten minutes west one hundred and fifty nine and forty eight one-hundredths feet; north twenty nine degrees, forty minutes west one hundred and fifty four and ninety five one-hundredths feet; north six degrees; forty one minutes west two hundred and eighteen and thirty eight one-hundredths feet, thence on the waters of Fork Creek, as now surveyed the following four courses and distances; south seventy three degrees thirty two minutes, east two hundred and forty six and two tenths feet, north sixty four degrees, thirty two minutes east one hundred and seven and forty three one hundredths feet; north sixty-eight degrees, fifty minutes east ninety one and sixty five one hundredths feet, north fifty five degrees east one hundred and fifty six and two-tenths feet to a Blazed Pine Tree; thence leaving the creek and running south fifty degrees, thirty nine minutes east one hundred and sixteen and seven tenths feet to a stake; thence south three degrees, twenty seven minutes east five hundred and thirty four and two tenths feet, to the place of beginning, containing seven acres of land, more or less. The improvements thereon being known as 624 Tower Bank Road.

BEING the same property which by Deed dated July 18, 1985, and recorded among the Land Records of Anne Arundel County in Liber 3920, folio 613, was granted and conveyed unto EARL KENT HAMILTON and VIRGINIA ANN HAMILTON, his wife, by LAUREL-ON-THE SEVERN, INCORPORATED, a Maryland Corporation.

NOTE: PARCEL NO. 6, 624 Tower Bank Road is subject to the legal operation and effect of a Deed of Trust to Ross J. Selby and William A. Walker, II, Trustees for Farmers National Bank dated the 19th day of December, 1991 and recorded immediately prior hereto.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

ANNE ARUNDEL COUNTY, MARYLAND
FINANCING RECORDS

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS - Financing

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 273284
Date of Filing 6/13/88 Record Reference Liber 528, folio 278
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First) BROUGH E. TREFFER		133 Defense Highway,	Annapolis, MD	21401

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
THE ANNAPOLIS BANKING AND TRUST COMPANY		236 Main Street,	Annapolis, MD	21401

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER Amendment
Original Financing Statement is being amended to reflect an increase in the Loan amount from \$275,600.00 to \$300,000.00. Recordation Taxes on the original amount of \$275,600.00 were paid in Anne Arundel County. Recordation Taxes on the new money of \$24,400.00 have been paid with the filing of a duplicate Amendment to Financing Statement in the Land Records of Anne Arundel County.

RECORD FEE 10.00
POSTAGE .50
#300480 C489 R02 T08:47
12/23/91

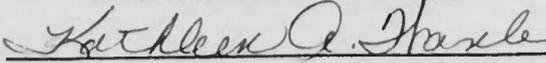
Debtor(s) or assignor(s)

THE ANNAPOLIS BANKING AND TRUST COMPANY


BROUGH E. TREFFER

(Seal)

(Corporate, Trade or Firm Name)



Signature of Secured Party or Assignee

KATHLEEN A. WANKE MORTGAGE OFFICER

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO:

10⁰⁰

AB004.37

After Recording Please Return To:
MANIS, SNIDER, BUCK & MYGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

acct# 05-58 2017 38298

STATE OF MARYLAND

BOOK 575 PAGE 419

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ~~20000~~

If this statement is to be recorded in land records check here.

This financing statement Dated 10/26/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **285287**

1. DEBTOR

Name Normie E. Bowers Abie Bowers

Address @ 1711 Saint Margaret Rd Annapolis Md 21401
Ann Arundel Co.

2. SECURED PARTY

Name Sears Roebuck & Co

Address Sears Credit Central #8425
7023 Albert Pick Rd.
Greensboro, N.C. 27409-9500

RECORD FEE 12.00
POSTAGE .50
201040 0070 R03 110436
12/23/91

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

WILLIAM H. ROSE
AN CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

Labor + Materials to install complete roofing system

Secured party is seller.
Exempt from recordation tax

CHECK THE LINES WHICH APPLY under 12-108 (k) (1)

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Normie E. Bowers
(Signature of Debtor)

Normie E. Bowers
Type or Print Above Name on Above Line

Abie Bowers
(Signature of Debtor)

Abie Bowers
Type or Print Above Signature on Above Line

Sears Credit Central #8425
7023 Albert Pick Rd.
Greensboro, N. C. 27409-9500

Sears Roebuck & Co
(Signature of Secured Party)

P.H. Chase, Credit Mgr. 11/8/91
Type or Print Above Signature on Above Line

1200
50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/30/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 575 PAGE 420

1. DEBTOR

Name Elsie N. Pospisil 285288
Address 1617 Fullerton Rd Edgewater Md 21037

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 248 DEFENSE ST
AN NAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/9/92

4. This financing statement covers the following types (or items) of property: (list)

Water Control System

RECORD FEE 11

POSTAGE

#026050 COPY 1003 7/

12/92

MARY H. ROOSE

HA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Elsie N. Pospisil
(Signature of Debtor)

Elsie N Pospisil
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/22/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285289

Name Juliet M. Leimer

Address 2929 Chestnut Rd Edgewater MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 243 DEFENSE ST

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/7/93

4. This financing statement covers the following types (or items) of property: (list)

Water Nuts & more

RECORD FEE
POSTAGE
HOURS

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Juliet M. Leimer
(Signature of Debtor)

Juliet M. Leimer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/22/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285290

Name Dennis Cox

Address 1183 Saint George Dr, Annapolis, Md., 21401

2. SECURED PARTY

Name Norwest Financial Maryland

Address 24-B Defense St, Annapolis, Md., 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/22/94

4. This financing statement covers the following types (or items) of property: (list)

- 1) Chair from Shaivitz
- 2) Loveseat from Shaivitz
- 3) Sofa from Shaivitz

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
 (Signature of Debtor)
 Dennis COX
 Type or Print Above Name on Above Line

1153

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Handwritten Signature]
 (Signature of Secured Party)
 Kathleen Kohlberg
 Type or Print Above Signature on Above Line

RECORD FEE
 POSTAGE
 MARYLAND
 AN CO. CIRCUIT

575 423

285291

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Revell Exxon, Incorporated
Rt 50
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
S. P. Financial
2861 S. James Drive
New Berlin, WI 53151

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE X

Recordation Tax Due
Anne Arundel County Court
Princ. Amt. \$10500.00
Amt. Pd. \$73.50

RECORD FEE 11.00
RECORD TAX 73.50

5. Assignee(s) of Secured Party and Address(es)
Sanwa Business Credit Corp.
One South Wacker Dr. #3200
Chicago, IL 60606
App: 4304

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Revell Exxon, Incorporated

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

7350

SCHEDULE X ATTACHED TO AND MADE A PART OF THAT
CERTAIN FINANCING STATEMENT EXECUTED BY
Revell Exxon, Incorporated AS DEBTOR AND SHOWING
S. P. FINANCIAL AS SECURED PARTY

This Financing Statement covers the following types or items of property:

- I. This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described in Schedule "X" hereto and made a part hereof.
- II. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located; all accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II below; all substitutions for and replacements of the property described in Section II below; all accessions to the property described in Section II below; and all proceeds of all of the foregoing and of all of the property described in Section II below including without limitation any leases of any of the foregoing or of any of the property described in Section II below;
- III. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located:

1	64-178	Turning Radius Guage	
2	65-150	Jacking Beams	SN#09L0017 & 09L1702
1	R60-300	Cas 4 Alignment - Used	SN# 04H181
1	R61-150	Runways - Used	

DEBTOR'S SIGNATURE OR INITIALS:

TBH

285292

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Comdisco, Inc. 6111 N. River Road Rosemont, IL 60018 18-SL19979-01</p>	<p>2. Secured Party(ies) and address(es)</p> <p>Valley Bank Leasing, Inc. 2700 N. Central Ave., 9th Floor Phoenix, AZ 85001</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>Chattel paper, i.e., a Lease from Comdisco, Inc. to Williams-Sonoma, Inc., 100 North Point Street, San Francisco CA 94133 of Equipment as described together with the rentals and proceeds thereof and the Equipment described in said lease. See attached equipment list.</p> <p>"Not Subject to Recordation Tax because the Collateral is inventory.</p>		<p>RECORD FEE 17.00</p> <p>POSTAGE .50</p> <p>5. Assignee(s) of Secured Party and Address(es)</p> <p>ROSE III#23 12/23/91</p> <p>MARY M. ROSE AA CO. CIRCUIT COURT</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: Anne Arundel County Clerk/MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: (3)

COMDISCO, INC. VALLEY BANK LEASING, INC.

By: M. R. Calabrese Signature(s) of Debtor(s) Title: mgr.

By: D. Gandy Signature(s) of Secured Party(ies) Title: C.O.

Mr. Richard Dykes
WILLIAMS-SONOMA, INC.

Page Two
18-SL19979-01

7. SPECIAL TERMS: The following amendments have been incorporated into this Summary Equipment Schedule per Kris Kallas (Comdisco, Inc.) conversation with Melissa Niswange (Williams-Sonoma, Inc.):
- (a) The Initial term has been amended to 54 months to be coterminous with 18-SL19979-00.
 - (b) Due to a change in the Interest Rate as well as the above outlined amendment, the Lease Rate Factor has been amended to .02044. Please refer to Section 1. (c) of Capital Equipment Schedule No. CE-2.
 - (c) The Capital Equipment Schedule has been amended to include the following paragraph:

"9. RENT FREE USE

Lessee shall have the rent free use of the Equipment set forth in Equipment Schedule 18-SL19979-01 (CE-2) for a period of 9 days from the Commencement Date. Lessee's rental obligation shall begin at the end of the rent free period and the Initial Term shall commence on the first day of the calendar quarter next following the end of said rent free period."

Master Lease: This Summary Equipment Schedule is issued pursuant to the Master Lease and Equipment Schedule identified above. All of the terms, conditions, representations, and warranties of the Master Lease and Equipment Schedule are hereby incorporated herein and made a part hereof as if they were expressly set forth in the Summary Equipment Schedule and this Summary Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

Please have the proper authority, as set forth on the Secretary Certificate, sign and return two copies of this Summary Equipment Schedule within one week of receipt.

WILLIAMS-SONOMA, INC.

as Lessee

By: RRDL

Title: V.P. MIS

Date: 5/2/91

COMDISCO, INC.

as Lessor

By: Shevill Honeycutt

Title: _____

Date: April 25, 1991

SH/jmb

cc: J. Knaus

RETURN THIS COPY

9/23/91

EASYTRIEVE PLUS AD HOC REPORT
18SL1997901 EQUIPMENT BY LOCATION

PAGE 9

BOOK 575 PAGE 428

ST	CITY	STREET	ZIP CODE	MFG	SERIES	TYPE	MODEL FEATURE	SERIAL #
MA	CHESTNUT HILL	300 BOYLSTON ST	02167	IBM	PC	8580	071	(QTY 0002)
				IBM	PC	8512	001	
				IBM	PC	4019	001	
				UDS	MODE	MODEM	MISC	
				IBM	POS	4683	002	
IBM	SOFT	SOFT	SOFT					
MD	BALTIMORE	200 E PRATT ST	21202	IBM	PC	8580	071	(QTY 0002)
				IBM	PC	8512	001	
				IBM	PC	4019	001	
				UDS	MODE	MODEM	MISC	
				IBM	POS	4683	002	
IBM	SOFT	SOFT	SOFT					
MD	BETHESDA	11301 N ROCKVILLE PIKE	20813	IBM	PC	8580	071	(QTY 0002)
				IBM	PC	8512	001	
				IBM	PC	4019	001	
				UDS	MODE	MODEM	MISC	
				IBM	POS	4683	002	
IBM	SOFT	SOFT	SOFT					
MD	GLEN BURNIE	7900 GOV RITCHIE HWY 415	21061	IBM	PC	8580	071	(QTY 0002)
				IBM	PC	8512	001	
				IBM	PC	4019	001	
				UDS	MODE	MODEM	MISC	
				IBM	POS	4683	002	
IBM	SOFT	SOFT	SOFT					
MD	OWINGS MILLS	10300 MILL RUN CIR	21117	IBM	PC	8580	071	(QTY 0002)
				IBM	PC	8512	001	
				IBM	PC	4019	001	
				UDS	MODE	MODEM	MISC	
				IBM	POS	4683	002	
IBM	SOFT	SOFT	SOFT					
MI	LIVONIA	37642 SIX MILE	48152	UDS	MODE	MODEM	MISC	(QTY 0002)
				IBM	POS	4683	002	
				IBM	SOFT	SOFT	SOFT	
				IBM	SOFT	SOFT	SOFT	
				IBM	SOFT	SOFT	SOFT	

575 429

285293

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Lettering Unlimited, Inc.
110 Roesler Road
Glen Burnie, MD. 21060

2. Secured Party(ies) and address(es)
Cap-Co Leasing Company
1430 N Meacham Rd.
Schaumburg, IL 60173

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#026490 0090 R03 T11:26
12/23/91

4. This financing statement covers the following types (or items) of property:
1- SPN 4400 Spintex Machine
1- Spn 830 Spintex Dryer
4- SPN 9701 Child Small Form
4- SPN 9712 Child Medium Form
4- SPN 9723 Child Large Form
6- SPN 9734 Adult s/m Form
6- SPN 9745 Adult 1/x1 Form
4-SPN-9756 Jumbo Form

5. Assignee(s) of Secured Party and Address(es)
Datronic Rental Corp.
425 N Martingale Rd
Schaumburg, IL. 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Lettering Unlimited, Inc.

By: [Signature]
Signature(s) of Debtor(s)

Cap-Co Leasing Company

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

23342 A

285294

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Randall, Lois D. 27 Rosemary St Annapolis MD 21401	2. Secured Party(ies) and address(es) Koolvent 2622J Cold Baltimore Drive Woodlawn, MD 21207	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #026560 0090 R03 111-29 5. Assignee(s) of Secured Party and Address(es) Chrysler First Fin. Svc. Co. 8600 LaSalle Road #674 Towson, Maryland 21284 AN CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: (2) aluminum window awnings installed at: 27 Rosemary Street Annapolis, Maryland 21401 Anne Arundel County THE SECURED PARTY IS THE SELLER		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

By: Lois D. Randall Signature(s) of Debtor(s)
 By: Cheryl K. Warner (agent) Signature(s) of Secured Party(ies)
 Koolvent Aluminum Products
 Cheryl K. Warner (agent)
 (1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-1.

BOOK 575 PAGE 431

285295

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Gatto, Joseph & Lorraine
1079 Snow Hill Ln
Gambrills, Md. 21054

2. Secured Party(ies) and address(es)
Homeview Contractors, Inc.
6045 Falls Rd
Balto., Md. 21209

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
H026570 0090 R03 T11:30
12/23/91

4. This financing statement covers the following types (or items) of property:

1 Sliding glass door
Total amount financed \$1730.00
recorded in land records
not subject to tax

to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price

5. Assignee(s) of Secured Party, and Address(es)

MARY M. ROSE
CH. CO. CIRCUIT COURT
Chrysler First
5550 Sterrett Place
Columbia, Md. 21044

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

Homeview Contractors, Inc.
6045 falls Rd
Balto., Md. 21209

By: Joseph Gatto
Joseph Gatto (Signature(s) of Debtor(s))

By: Sheldon F. [Signature]
Sheldon F. [Signature] (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

285296

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the U.C.C.

1. Debtor(s) (Last Name First) and address(es)

SCHMIDT DANIEL F.
SCHMIDT FLORENCE M.
902 BLAKISTON RD.
GLEN BURNIE, MD
21060

2. Secured Party(ies) and address(es)

AMERICAN NATIONAL
ENERGY SERVICES
10294 DAYSTAR CT.
COLUMBIA, MD. 21044

Filing Office, Date, Time, Number,
(Filing Office)

4. This financing statement covers the following types (or items) of property:

THREE REPLACEMENT INSULATED WINDOWS
FRONT OF HOUSE
TOTAL AMOUNT FINANCED \$ 2150.00
NOT SUBJECT TO TAX

RECORD FEE 12.00
POST 50

02660 09003
1136

TO PERFECT A SECURITY INTEREST TAKEN OR
RETAINED BY A SELLER OF COLLATERAL TO
SECURE ALL OR PART OF ITS PRICE.

5. Assignee(s) of Secured Party and Address(es)
CHRYSLER FIRST
FINANCIAL SERVICES CORP.
5550 STERRETT PLACE
SUITE 105
COLUMBIA MD 21044

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

AMERICAN NATIONAL ENERGY SERVICES
10294 DAYSTAR CT.
COLUMBIA, MD 21044

Daniel F. Schmidt
Daniel F. Schmidt

By *Florence M. Schmidt*
Florence M. Schmidt (Signature(s) of Debtor(s))

750

By *Milton Wines*
Milton Wines (Signature(s) of Secured Party(ies))

575 493

285297

I hereby certify that \$3771.90 was paid in recordation taxes to the State Department of Assessments and taxation.

Handwritten signature

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 1,143,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
HARBOR RADIOLOGISTS, P.A.

 (Name)
3001 SOUTH HANOVER ST

 (Address)
BALTIMORE MD 21230

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: SAM BAYNE, JR.

 (Name of Loan Officer)
18 WEST ST.

 (Address)
ANNAPOLIS MD 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
 located at 1600 Crain Highway S., Ste. 301
 Glen Burnie, MD 21061
- 1 Hitachi Medical Magnetic Resonance Imaging System
 Model MRP-7000, Serial No. 17

RECORD FEE
 POSTAGE
 #000130 0000 000
 MARY Y. ROSE
 AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
HARBOR RADIOLOGISTS, P.A. (Seal)
 _____ (Seal)
 (Signature)
LEE GOODMAN

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)
FRED GOODMAN

 (Print or Type Name)

1150



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 495 Page No. 400
Identification No. _____ Dated March 4, 1986

1. Debtor(s) { STEPHEN R. WALLACE & JUDY D. WALLACE
Name or Names—Print or Type
1018 Passamaquody Harbour, Pasadena, Md. 21122
Address—Street No., City - County State Zip Code

2. Secured Party { CENTRABANK
Name or Names—Print or Type
201 N. Charles St., P. O. Box 1316, Baltimore, Md. 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) October 5, 1992

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION.....X</u> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE
POSTAGE
MARY M.
AA CO. CREDIT

1050

Dated: December 16, 1991

NCNB NATIONAL BANK OF MARYLAND
(formerly known as CentraBank)
Name of Secured Party
Ronald H. McElroy, Asst. Vice President
Signature of Secured Party
Ronald H. McElroy, Asst. Vice President
Type or Print (Include Title if Company)

NCNB1 - 137CL (12/88)

Please Return To :
NCNB BANK OF MARYLAND
P.O. BOX 1316
BALTIMORE, MARYLAND 21203
F. CYNTHIA FIELDS



575 435

285298

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

Precautionary Filing - Intended to evidence a lease of equipment to Debtor. This financing statement Dated DEC. 10, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated

Address 601 Nursery Rd. Linthicum, MD 21090

2. SECURED PARTY

Name Certified Funding, Inc.

Address 10 Leeward Court Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

#026460 0070 R03 111:24

12/23/91

See Exhibit A attached hereto and made a part hereof.

MARY M. ROSE
ANNO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Assignee:

Annapolis National Bank
2083 West St.
Annapolis, MD 21401

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Handwritten Signature]
MIS Director
(Signature of Debtor)

David A. Quanta CPA MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature] PRESIDENT
(Signature of Secured Party)

TIBOR G. TOY, JR. PRESIDENT
Type or Print Above Name on Above Line

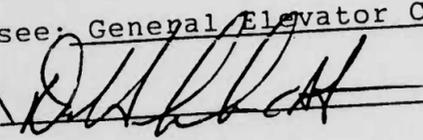
11-50

EXHIBIT A

The following is the description of equipment collateral for schedule 16 of the Master Equipment Lease Agreement dated January 28, 1991 with the undersigned Lessee.

<u>QTY.</u>	<u>DESCRIPTION</u>
2	DP386N M-1 2MB s/n#'s 7134HAQ50091, 7134HAQ50209
2	VGA COLOR MONITOR s/n#'s 13914544NS96, 139145440206
2	LANCARD/A -8 COAX
2	SURGE SUPPRESSOR: CURTIS SAF
1	LASERJET IIIP s/n# 3128JGOLTN
1	LQ-1170 PRINTER s/n# 4160004072
2	CBL:IBM PAR 15FT
1	LASERJET III W/TONER s/n# 3126A03747
1	DP386N M40 ADV VGA 2MB s/n# 7131HAQ61406
1	VGA COLOR MONITOR s/n # 13314544N819
1	MS DOS V5.0 3.5

Lessee: General Elevator Company, Incorporated

By: 

Title: MIS Director

Date: December 10, 1991

285299

TO BE RECORDED:

- _____ Among the Land Records of Anne Arundel County, Maryland
- X _____ Among the Financing Statement Records of Anne Arundel County, Maryland
- _____ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland.

Principal Amount is \$754,000,.00.

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

RECORD FEE 30.00
 POSTAGE TW .50
 #301050 C489 R02 T15:39
 12/23/91

FINANCING STATEMENT

- | | |
|---|--|
| <p>1. <u>Debtor:</u>

PROFESSIONAL CONSTRUCTION SERVICES, INC.</p> | <p>Address:

1332-A Cape St. Claire Road
Annapolis, Maryland 21401</p> |
| <p>2. <u>Guarantor:</u>

BROOKFIELD BUILDERS & DEVELOPERS, INC.</p> | <p>Address:

1332-A Cape St. Claire Road
Annapolis, Maryland 21401</p> |
| <p>2. <u>Secured Party:</u>

SUBURBAN FEDERAL SAVINGS BANK</p> | <p>7467 Annapolis Road
P. O. Box 2600
Landover Hills, Md. 20784</p> |

3. This Financing Statement covers, and the Debtor and Guarantor grants to the Secured Party, a security interest in and to the following described collateral attached hereto and described as Exhibit "A".
4. The aforesaid items are included as security in a Deed of Trust from Guarantor as Grantor to Trustees for Secured Party, recorded or intended to be recorded among the Land Records of Anne Arundel County and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.

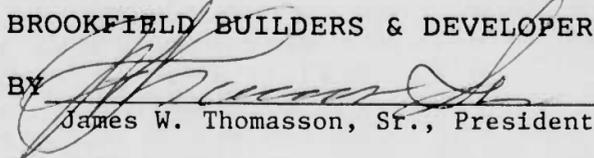
30.00
52



6. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit "B" attached hereto and made a part hereof. The Guarantor is the record owner of the real property described in Exhibit "B".

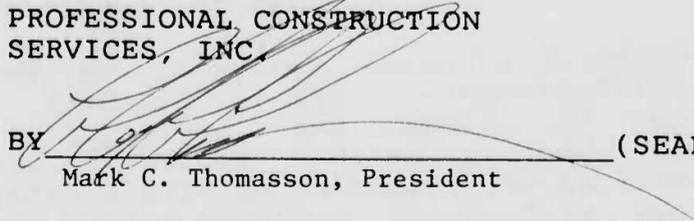
GUARANTOR:

BROOKFIELD BUILDERS & DEVELOPERS, INC.

BY  (SEAL)
James W. Thomasson, Sr., President

DEBTOR:

PROFESSIONAL CONSTRUCTION
SERVICES, INC.

BY  (SEAL)
Mark C. Thomasson, President

Dated: December 23, 1991

FINANCING STATEMENTEXHIBIT "A"

1. This Financing Statement covers a grant of all of Guarantor's and Debtor's present rights (and any rights which may, in the future, inure to Debtor) in and to the following property to be utilized in the construction, use and occupancy of improvements on the land as defined and described in that certain Deed of Trust (the "Deed of Trust") of even date herewith from the Debtor to ROBERT L. MORRISON, SR., and STELLA M. REDMILES, Trustees, for the benefit of the Secured Party, and to be recorded among the Land Records of Anne Arundel County, Maryland, simultaneously with the filing hereof:
 - A. All materials now or hereafter owned by Guarantor and Debtor intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property hereby conveyed immediately upon the delivery thereof of the Premises, and all fixtures and articles of personal property now or hereafter owned by Guarantor and Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all apparatus, machinery, motors, engines, furnaces, boilers, stokers, pumps, laundry machinery, tanks, dynamos, generators, switchboards, conduits, compressors, escalators, elevators, fittings, radiators, dishwashers, refrigerators, kitchen ranges, garbage disposals, automatic washing machines and clothes dryers, wall-to-wall carpeting, cooling, fire prevention, fire extinguishing and sprinkler equipment and apparatus and fixtures and appurtenances thereto; and all spare parts, renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner.
 - B. All of the personal property located upon the said Property of any kind whatsoever, including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all; building materials and supplies, all construction equipment, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and

sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property, all licenses, permits, and service contracts used or usable for, necessary, appropriate or connected or associated with the construction and operation of the property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, and or used or usable in connection with, the construction, maintenance or operation of the Property;

- C. All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Trustees, or the Secured Party, or expended by the Trustees or the Secured Party pursuant to the Deed of Trust;
- D. All of the Debtor's and Guarantor's rights, title and interest, as landlord in and to all leases of all or part of the premises now existing or at any time hereafter made, and in any and all amendments, modifications, supplements, renewals and extension thereof (all of such leases being referred to as the "leases"), together with all rents, security deposits, revenues, earnings, profits and income (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of the leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the leases by reason of renting, leasing, bailment, operation or management of the improvements, fixtures and chattels;
- E. All of the Guarantor's and Debtor's right, title and interest in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, surveys, plats, permits and the like, and all sewer taps, permits and allocations, agreements for utilities, bond, sureties and the like relating to the land or the improvements or appurtenant facilities erected or to be erected upon or about the land;

- F. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims.
 - G. All earnings, revenues, rents, issues, profits, avails and other income of and from the land or the improvements, and all undisbursed proceeds of the loan secured by the Deed of Trust.
 - H. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the operation and maintenance of the land and the improvements, all agreements for marketing and sales of the improvements and contracts for the provision of services to the land and the improvements (including, without limitation, contracts dealing with maintaining heating and air conditioning systems, elevators and the like);
 - I. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the sale of individual residential units comprising the improvements;
 - J. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to any general construction contract entered into in connection with the construction of the improvements.
 - K. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to any contract for architectural services entered into in connection with the construction of the improvements.
 - L. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to any professional service contracts for the development, construction or operation of the land and improvements.
 - M. All of the Guarantor's and Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all monies deposited in accounts with the Lender for reserve and for operation and repair of the land and improvements.
2. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the original principal sum of SEVEN HUNDRED FIFTY FOUR THOUSAND DOLLARS (\$754,000.00), which obligation has a maturity date described in the deed of trust note secured by the Deed of Trust.

3. Proceeds of the collateral (including insurance proceeds) are also covered.
4. The real property covered by the Deed of Trust is owned by the Guarantor and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

COVERSHT
A

BOLDEN ACRES:

LEGAL DESCRIPTION

EXHIBIT "B"

BEING KNOWN AND DESIGNATED as Lots 1 thru 10, Open Space, Flood Plain, Widening Strip, as shown on a plat entitled "Addition & Revision, Bolden Acres", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 142, Folio 2.

PRINCETON TITLE CO.
114 FISHKILL HWY.
PASADENA, MD 21122
Mail to _____

BL 8555

STATE OF MARYLAND

AA CO

BOOK 575 PAGE 444

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285300

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. [X]

This financing statement Dated July 9, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B/R Mariners' Cove Limited Partnership, c/o SHP Development Co., Ltd
Attn: Suzanne Paciulli Conrad
Address 12450 Fair Lakes Circle, Suite 350, Fairfax, Virginia 22033

2. SECURED PARTY

Name Gateway Bank, Attn: Thomas Pantello
Address 383 Main Avenue, Norwalk, Connecticut 06851

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

In accordance with a Note Pledge Agreement of even date herewith, all Debtor's interest in the note from The East West Trading Company dated as of July 11, 1991, payable to the order of B/R Mariners' Cove Limited Partnership, securing repayment of the Note in the original principal amount of \$225,000.00 together with Debtor's rights under Deed of Trust of even date therewith.

Name and address of Assignee

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00
POSTAGE .50
#301090 C489 R02 T08:06
12/24/91
MARY M. ROSE
AA CO. CIRCUIT COURT

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

By: B/R Mariners' Cove Limited Partnership
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B/R Mariners' Cove Limited Partnership
Gateway Bank

By: SHP Development Company LTD
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1200 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 285301

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Link America Corporation d/b/a Link America Airlines

Address 7859 Hickory Leis Road, Severn, Maryland 21144

2. SECURED PARTY

Name Allstate Financial Corporation

Address 2700 S. Quincy Street, Suite 540, Arlington, Virginia 22206

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) TW

See the attached Exhibit "A" attached hereto and made a part hereof.

NOT SUBJECT
Recorded Tax.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#571360 0090 R04 T15:22
12/26/91

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) MARY H. ROSE

HA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

LINK AMERICA CORPORATION d/b/a LINK AMERICA AIRLINES

[Signature]
(Signature of Debtor)

William L. Handley
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ALLSTATE FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

A888237



ALLSTATE FINANCIAL CORPORATION

EXHIBIT "A"

All present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, debtors interest in any returned, repossessed or unshipped goods, together with all debtors books of account, ledger cards and records, all furniture, fixtures, tools and equipment; all vehicles; all computer programs and systems owned or operated in connection therewith; all inventory; security agreements, notes, bills, acceptances, installment paper, tax refunds, insurance proceeds, conditional sale or lease contracts, chattel mortgages or deeds of trust, all guarantees and other security therefore; and all proceeds, products, returns, additions, accessions and substitutions of the foregoing; all of the above securing present and future advances.

action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, Debtor assigns and grants to BANK a security interest in all property and goods both now owned and hereafter acquired by Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:
EASTPORT YACHT CLUB, LIMITED

SECURED PARTY:
BANK OF ANNAPOLIS

By: Robert C. Scharf
Robert C. Scharf, Vice Commodore

By: Atty M. AGNEW

Address where Collateral will be located:

317-323 First Street
Annapolis, MD 21403

PLEASE RETURN TO:
Steven G. Tyler, Esq.,
Hyatt & Peters
P.O. Box 1852
Annapolis, Maryland 21404-1852

eycl.fs b005.135



EXHIBIT "A"

BOOK 575 PAGE 449

PARCEL NO. 1:

BEGINNING for the same at a point located on the Northeast side of First Street and at the end of the North 30 degrees 23 minutes West 103.45 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from said beginning point so fixed, leaving said First Street and with the North 59 degrees 37 minutes East 167.43 foot line of said Parcel 3 and the extension thereof North 59 degrees 37 minutes East 254.53 feet to a point; thence crossing an access area to existing piers South 41 degrees 00 minutes East 5.09 feet to a bulkhead along the waters of the Severn River; thence with the same South 41 degrees 00 minutes East 105.55 feet to a point; thence leaving said bulkhead and the waters of the Severn River and crossing another area created by fill South 60 degrees 43 minutes 10 seconds West 100.97 feet to a point located at the end of the South 33 degrees 53 minutes 10 seconds East 107.01 foot line of said Parcel 3; thence with the outlines of said Parcel 3, South 60 degrees 43 minutes 10 seconds West 174.0 feet to a point located on the Northeast side of said First Street; thence with the same North 30 degrees 23 minutes West 103.45 feet to the place of beginning. Containing 0.64 acres, more or less.

PARCEL NO. 2:

BEGINNING for the same at a point located North 59 degrees 37 minutes East 87.10 feet from the end of the North 59 degrees 37 minutes East 167.43 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from the place of beginning so fixed and with the extension of said line North 59 degrees 37 minutes East 169.10 feet to intersect a bulkhead located along the waters of the Severn River; thence with said bulkhead and the waters of the Severn River South 39 degrees 24 minutes 10 seconds East 5.03 feet to a point; thence leaving said bulkhead and with another bulkhead constructed along the waters of the Severn River South 59 degrees 36 minutes 20 seconds West 168.95 feet to intersect another bulkhead constructed along the waters of the Severn River; thence crossing an area created by fill North 41 degrees 00 minutes West 5.09 feet to the place of beginning. Containing 0.02 acres, more or less. Being an area created by fill to allow access to existing piers.

BEING all of Parcel 3 of the above mentioned conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31 and also being that area created by fill lying adjacent to said Parcel 3 and the waters of the Severn River.

STATE OF MARYLAND

BOOK 575 PAGE 450

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 205003

RECORDED IN LIBER ~~362~~ 362 FOLIO 76 ON September 24, 1976 (DATE)
TO BE FILED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

1. DEBTOR

Name GLEN BURNIE BUSINESS CENTER LIMITED PARTNERSHIP
Address Suite 150, Quadrangle West, Village of Cross Keys,
Baltimore, Maryland 21210

2. SECURED PARTY

Name GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
Address 8515 East Orchard Road, Englewood, Colorado 80111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 1, 2001

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>Walker & Dunlop, Inc. assigned its interest to The Great-West Life Assurance Company in Liber 363, folio 141. The Great-West Life Assurance Company assigned its interest to Great-West Life & Annuity Insurance Company in Liber 562, folio 435.</p> <p>MD 58421-6</p>	

RECORD FEE 10.00
POSTAGE .50
#500970 0090 R04 T14:51
12/26/91
MARY M. ROSE
AA CO. CIRCUIT COURT

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202
1911056

Dated November 27, 1991

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
By: W. J. APPELBY AUTHORIZED SIGNATURE
By: R. TAYNER
Type or Print Above Name on Above Line
R. TAYNER
Assistant Vice-President, Mortgage Investments



TO BE RECORDED IN THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY
RECORDATION TAX PAID (IF DUE) TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

- 1. Name & Address of Debtor: DAVIDSON DEVELOPMENT, INC.
577 Baltimore & Annapolis Blvd.
Severna Park, Maryland 21146
- 2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot No. 10, Colony Hills Subdivision, 1308 Colony Drive, Annapolis, Maryland 21403, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot No. 10, Colony Hills Subdivision, 1308 Colony Drive, Annapolis, Maryland 21403, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

11.00
.50
R04 T14:45
12/26/91
ROSE
COURT

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtors:

DAVIDSON DEVELOPMENT, INC.
BY: James R. Davidson, President

Secured Party:

BANK OF ANNAPOLIS
BY: Steven G. Tyler, Agent

115



TO BE RECORDED AMONG THE
FINANCING RECORDS OF ANNE ARUNDEL COUNTY

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$ 134,900.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S): HI-TECH DEVELOPMENT CORPORATION
522B Ritchie Highway
Severna Park, Maryland 21146

RECORD FEE 11.00
POSTAGE .50
#303510 C489 R02 T09:50
12/27/91
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED: KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

- 3. This Financing Statement covers the following types of property (the "Collateral"): See Exhibit "A" attached hereto and made a part hereof.
- 4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "A" attached hereto and made a part hereof.
- 5. Proceeds of Collateral are covered.
- 6. Products of Collateral are covered.

DEBTOR(S):

HI-TECH DEVELOPMENT CORPORATION

BY: J. Candella
Name: J. Candella
Title: PRESIDENT

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman and Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218

D&H #7782

1100

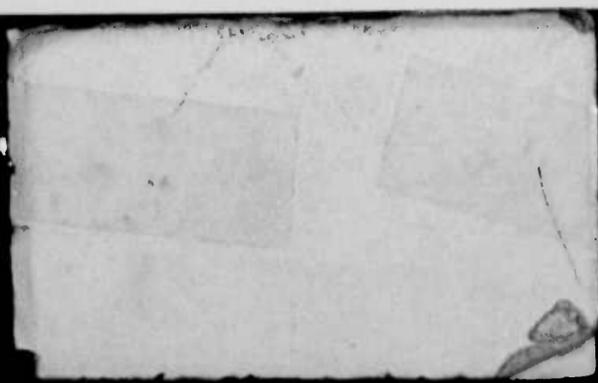


EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

(c) Inventory.

2. Proceeds and products of the Collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

BEING KNOWN AND DESIGNATED as Lot No. 41 as shown on the Plat entitled, "Sandridge", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 115, folio 18.

D&H #7782

Mail to *Dackman + Heyman*

(e) All of Debtor's general intangibles, (including, without limitation, all things in action, contractual rights, goodwill, literary rights, right to performance, copyrights, trademarks and patents), both now owned and hereafter existing, acquired, or created together with all cash and non-cash proceeds and products thereof ("General Intangibles");

(f) All of Debtor's chattel paper, both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to Secured Party a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property ("Chattel Paper"); (herein the Debtor's Equipment, Inventory, Contracts, Accounts, General Intangibles, Chattel Paper and other personal property referred to as the "Collateral").

4. Proceeds of the Collateral are also covered.

Debtor:

HAYWARD BAKER, INC.

By: Thomas Dobson

Thomas Dobson, President

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

Not to be recorded
in Land Records

Not subject to recordation
tax.

BOOK 575 PAGE 456

285306

This financing statement evidences a security interest in an Indemnity Second Deed of Trust, Deed of Trust, and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same debt.

FINANCING STATEMENT

1. Debtor:	Address:
Hayward Baker, Inc.	1875 Mayfield Road Odenton, Maryland 21113

2. Secured Party:	Address of all Secured Parties:
Bond Support Advisers Limited, for itself, and as agent and security trustee	c/o Bond Support Advisers Limited 48 Southwark Street London, England SE1 1UN

Steven D. Shattuck,
Trustee

Henry D. Kahn,
Trustee

RECORD FEE 11.00
 POSTAGE .50
 #303740 C489 R02 T12:40
 12/27/91
 MARY M. ROSE
 AA CO. CIRCUIT COURT

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting,

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Paul S. Novak, Piper & Marbury, Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

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cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in an Indemnity Deed of Trust, Deed of Trust and Security Agreement (the "Deed of Trust") given by Debtor to Steven D. Shattuck and Henry D. Kahn, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing indebtedness described therein.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 5.436 acres, the improvements thereon being known as 1875 Mayfield Road, and is more particularly described in the Deed of Trust .

Debtor:

HAYWARD BAKER, INC.

By: Thomas Dobson

Thomas Dobson, President

-2-

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

9071.205444A:11/18/91
17504-1

285307

41076

TO BE RECORDED IN:

X Financing (Chattel) Records - Anne Arundel Prince George's County, Maryland
Financing (Chattel) Records - State Department of Assessments and Taxation

NOTE: The principal amount of debt secured hereby is: \$9,798,455.20. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:
CROFTON DEVELOPERS II, 9500 Annapolis Road
LIMITED PARTNERSHIP Suite A-5
Lanham, Maryland 20706
- 2. Secured Party: Address:
SOVRAN BANK/MARYLAND 6610 Rockledge Drive
Bethesda, Maryland 20817
RECORD FEE 22.00
- 3. Trustee: Address: POSTAGE .50
RICHARD J. HAJJAR 6610 Rockledge Drive
ALICE A. STEELY Bethesda, Maryland 20817
NOV 20 0191 NO3 713116
12/27/91
- 4. This Financing Statement covers: MARY M. ROSE

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus

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.50

AA 00, CIRCUIT COURT



and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

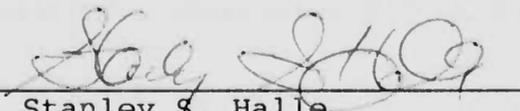
7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

DEBTOR:

CROFTON DEVELOPERS II, LIMITED PARTNERSHIP

By: SHC Real Estate Corporation,
General Partner

By: 
Stanley S. Halle,
President

After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

Mail to _____

a:\Sovran-Halle\financing.sta



EXHIBIT A

Units 1 through 8, both inclusive, and Units 10 through 13, both inclusive, in "CROFTON OFFICE/WAREHOUSE CONDOMINIUM" per Declaration of Crofton Developers II, Limited Partnership dated February 11, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4547 at folio 628, and pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 117 at Plats 6 and 7.

Together with;

Lot 2-A as shown on Plat entitled "REVISED PLAT 2-A and 2-B, SECTION 1, PLAT 1, CROFTON INDUSTRIAL AND OFFICE PARK" recorded among the Land Records of Anne Arundel County, Maryland in Liber 4515 at folio 639 and in Plat Book 117 at Plats 6 and 7.

41076

B-4-A

BOOK 575 PAGE 463

TO BE RECORDED IN:

X Financing (Chattel) Records - Anne Arundel County, Maryland
Financing (Chattel) Records - State Department of Assessments and Taxation

285308

NOTE: The principal amount of debt secured hereby is: \$4,752,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:
CROFTON DEVELOPERS II, 9500 Annapolis Road
LIMITED PARTNERSHIP Suite A-5
Lanham, Maryland 20706
- 2. Secured Party: Address:
SOVRAN BANK/MARYLAND 6610 Rockledge Drive
Bethesda, Maryland 20817
- 3. Trustee: Address:
RICHARD J. HAJJAR 6610 Rockledge Drive
ALICE A. STEELY Bethesda, Maryland 20817

RECORD FEE 22.00

POSTAGE .50

4. This Financing Statement covers:

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus

#028140 0191 R03 7.3.3417

12/27/98

W. ROSE

15th CIRCUIT COURT

22.50



and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

DEBTOR:

CROFTON DEVELOPERS II, LIMITED PARTNERSHIP

By: SHC Real Estate Corporation,
General Partner

By:


Stanley S. Halle,
President

After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

Mail to _____

a:\Sovran-Halle\financing.sta

EXHIBIT A

Units 1 through 8, both inclusive, and Units 10 through 13, both inclusive, in "CROFTON OFFICE/WAREHOUSE CONDOMINIUM" per Declaration of Crofton Developers II, Limited Partnership dated February 11, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4547 at folio 628, and pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 117 at Plats 6 and 7.

Together with;

Lot 2-A as shown on Plat entitled "REVISED PLAT 2-A and 2-B, SECTION 1, PLAT 1, CROFTON INDUSTRIAL AND OFFICE PARK" recorded among the Land Records of Anne Arundel County, Maryland in Liber 4515 at folio 639 and in Plat Book 117 at Plats 6 and 7.

C-3A

41076

BOOK 575 PAGE 468

285309

TO BE RECORDED IN:

- Financing (Chattel) Records - Prince George's County, Maryland
- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation

NOTE: The principal amount of debt secured hereby is: \$6,284,455.20. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
 STANLEY HALLE COMMUNITIES, INC. 9500 Annapolis Road
 Suite A-5
 Lanham, Maryland 20706 TW

2. Secured Party: Address:
 SOVRAN BANK/MARYLAND 6610 Rockledge Drive
 Bethesda, Maryland 20817

3. Trustee: Address:
 RICHARD J. HAJJAR 6610 Rockledge Drive
 Bethesda, Maryland 20817

4. This Financing Statement covers:

	RECORD FEE	41.00
	POSTAGE	.50

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry,

AT 50

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 12/27/91
 ROSE
 CIRCUIT COURT



incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or

appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

DEBTOR: STANLEY HALLE COMMUNITIES, INC.

By: *Stanley S. Halle*
Stanley S. Halle,
President

After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

a:\Sovran-Halle\financing.sta

PROPERTY OF
LUCKETT WILLIS EMORY AND
MARY ELLEN EMORY
LIBER 4710 FOLIO 366
7TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being all of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 366, and being more particularly described as follows:

BEGINNING at a point on the easterly line of a 250 foot Potomac Electric Power Company (PEPCO) right-of-way as recorded in Liber 2445 at Folio 102, said point also being the southwesterly corner of Colonial Village Shoppes as recorded in Plat Book NLP 140 as Plat No. 4, all among the aforesaid Land Records; thence departing said PEPCO right-of-way and along the southerly line of said Colonial Village Shoppes, and also along the southerly line of Parcel "C" - Stewart Tract, as recorded among the aforesaid Land Records in Plat Book 89 as Plat No. 41, and Parcel "B", Safeway Stores, Inc., as recorded among the aforesaid Land Records in Plat Book 66 as Plat No. 82, the following course

1. South 77°39'32" East, 660.30 feet to a point at the southeasterly corner of aforesaid Parcel "B", Safeway Stores, Inc.; thence with the easterly line of said Parcel "B" the following course
2. North 11°58'44" East, 269.63 feet to a point at the northwesterly corner of an Ingress-Egress and Utility easement as recorded in Liber 3495 at Folio 009 among the aforesaid Land Records; thence with said northerly line the following course
3. South 77°51'39" East, 378.50 feet to a iron rod found on the westerly line of Church Road (variable width R/W); thence along said westerly right-of-way line the following two (2) courses
4. South 04°58'32" West, 442.99 feet to a point; thence
5. South 08°23'58" West, 402.40 feet to a point at the northeasterly corner of that tract of land as described in deed to Robert A. Dixon et ux, and recorded among the aforesaid Land Records in Liber 659 at Folio 320; thence along said northerly line the following course
6. North 89°49'02" West, 1154.60 feet to an iron rod found, said point being on the easterly line of the aforementioned PEPCO right-of-way; thence along said easterly line the following course
7. North 12°50'43" East, 813.03 feet to the POINT OF BEGINNING containing 872267 square feet or 20.0245 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:60:DAR

PROPERTY OF
 CLARENCE E. TUCKER
 LOUISE ANN TUCKER
 RESIDUE OF LIBER 4710 FOLIO 362
 7TH ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being a portion of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 362, and being more particularly described as follows:

BEGINNING at an Iron Pipe Found (IPF) on the southerly right-of-way of Maryland Route 450, Annapolis Road (variable width R/W), said IPF being a common corner to the northwesterly most corner of the aforesaid deed and the northeasterly most corner of a tract of land as described in deed to Daniel H. Melvin, et ux, and recorded among the aforesaid Land Records in Liber 6067 at Folio 993, said IPF also being North 77°17'13" West, 815.21 feet from the intersection of said southerly right-of-way of Annapolis Road and the westerly right-of-way of Potomac Electric Power Company (PEPCO) as recorded among the aforesaid Land Records in Liber 4710 at Folio 358; thence with said southerly right-of-way of Annapolis Road the following course

1. South 77°17'13" East, 482.11 feet to a point; thence departing said right-of-way and running along the common line of the aforesaid deed and a tract of land as described in deed to Clarence E. Tucker, et ux, and recorded among the aforesaid Land Records in Liber 4710 at Folio 362 the following two (2) courses
2. South 09°29'45" West, 899.40 feet to a point; thence
3. South 80°31'41" East, 281.04 feet to a point on said PEPCO right-of-way; thence with said right-of-way the following course
4. South 12°50'43" West, 444.99 feet to an IPF, said IPF being on the northerly line of a tract of land as described in a deed to Robert A. Dixon, et ux, and recorded among the aforesaid Land Records in Liber 659 at Folio 320; thence with the southerly line of the aforesaid deed and the northerly line of said Dixon tract the following course
5. North 89°49'02" West, 501.64 feet to a point, said point being the southeasterly most corner of a tract of land as described in deed to Clarence E. Tucker, and recorded among the aforesaid Land Records in Liber 2953 at Folio 564; thence running along the common line of the aforesaid deed and said Tucker tract the following two (2) courses
6. North 06°00'33" West, 209.76 feet to a point; thence
7. North 89°49'02" West, 189.64 feet to a point on the easterly side of a 20 foot right-of-way as recorded in the aforesaid Land Records in Liber 2953 at Folio 564; thence with said right-of-way the following course
8. North 06°00'33" West, 659.72 feet to an IPF, said IPF being on the southerly line of a tract of land as

described in a deed to Daniel H. Melvin, et ux, and recorded among the aforesaid Land Records in Liber 6067 at Folio 993; thence running along the common line of the aforesaid deed and said Melvin tract the following two (2) courses

9. South 77°23'00" East, 141.88 feet to an IPF; thence
10. North 12°42'04" East, 653.34 feet to the POINT OF BEGINNING containing 839970 square feet or 19.2830 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:61:DAR



PROPERTY OF
BILLY JOE ROWE
BARBARA J. ROWE
LIBER 4710 FOLIO 358
7TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being all of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 358, and being more particularly described as follows:

BEGINNING for said tract of land at a point where the southerly line of Maryland Route 450, Annapolis Road (variable width R/W), is intersected by the westerly boundary of a 250-foot wide right-of-way to Potomac Electric Power Company (PEPCO) as recorded in the aforesaid Land Records in Liber 2445 at Folio 102; thence departing said southerly right-of-way of Route 450, and running with the westerly line of said PEPCO right-of-way the following course

1. South 12°50'43" West, 882.09 feet to a point; thence departing said right-of-way and running along the common line of the aforesaid deed and a tract of land as described in a deed to Clarence E. Tucker, et ux, as recorded among the aforesaid Land Records in Liber 4710 at Folio 362 the following two (2) courses
2. North 80°31'41" West, 281.04 feet to a point; thence
3. North 09°29'45" East, 899.40 feet to a point on the southerly right-of-way of said Route 450; thence with said right-of-way the following course
4. South 77°17'13" East, 333.10 feet to the POINT OF BEGINNING containing 273296 square feet or 6.2740 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:59:DAR

EXHIBIT A

Lots 5 through 8, both inclusive, Lots 11 through 13, both inclusive, Lots 157, 162, 170 through 172, both inclusive, and Lots 175 through 179, both inclusive, as shown on Plat entitled "PLAT 2. THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat book 115, Page 41, Plat No. 6065; AND

Lots 14, 145 through 148, both inclusive, and Lots 159 through 161, both inclusive, as shown on Plat entitled "PLAT 1, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 40, Plat No. 6064; AND

Lots 1R, 3R, 4R, 150R, 151R, 155R, 158R, 163R through 169R and Lots 181R through 183R, both inclusive, as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 128, Page 10, Plat No. 6684.

EXHIBIT A - PART FOUR

Lots 5 through 8, both inclusive, Lots 11 through 13, both inclusive, Lots 157, 162, 170 through 172, both inclusive, and Lots 175 through 179, both inclusive, as shown on Plat entitled "PLAT 2. THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat book 115, Page 41, Plat No. 6065; AND

Lots 14, 145 through 148, both inclusive, and Lots 159 through 161, both inclusive, as shown on Plat entitled "PLAT 1, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 40, Plat No. 6064; AND

Lots 1R, 3R, 4R, 150R, 151R, 155R, 158R, 163R through 169R and Lots 181R through 183R, both inclusive, as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 10, Plat No. 6684.

Mail to Wheeler & Karpick

WHEELER & KARPICK
ATTORNEYS AT LAW
1000 ...
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...
...
...



41076

C-6A

BOOK 575 PAGE 478

285310

TO BE RECORDED IN:

- Financing (Chattel) Records - Prince George's County, Maryland
- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation

NOTE: The principal amount of debt secured hereby is: \$8,266,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:

STANLEY HALLE COMMUNITIES, INC. 9500 Annapolis Road
Suite A-5
Lanham, Maryland 20706

2. Secured Party: Address:

SOVRAN BANK/MARYLAND 6610 Rockledge Drive RECORD FEE 37.00
Bethesda, Maryland 05720817 .50

3. Trustee: Address:

RICHARD J. HAJJAR 6610 Rockledge Drive 12/27/91
ALICE A. STEELY Bethesda, Maryland 20817. ROSE
AA CO. CIRCUIT COURT

4. This Financing Statement covers:
 - (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
 - (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry,

37 50

incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or

appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

DEBTOR: STANLEY HALLE COMMUNITIES, INC.

By: *Stanley S. Halle*
Stanley S. Halle,
President

After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

a:\Sovran-Halle\financing.sta

PROPERTY OF
CLARENCE E. TUCKER
LOUISE ANN TUCKER
RESIDUE OF LIBER 4710 FOLIO 362
7TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being a portion of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 362, and being more particularly described as follows:

BEGINNING at an Iron Pipe Found (IPF) on the southerly right-of-way of Maryland Route 450, Annapolis Road (variable width R/W), said IPF being a common corner to the northwesterly most corner of the aforesaid deed and the northeasterly most corner of a tract of land as described in deed to Daniel H. Melvin, et ux, and recorded among the aforesaid Land Records in Liber 6067 at Folio 993, said IPF also being North 77°17'13" West, 815.21 feet from the intersection of said southerly right-of-way of Annapolis Road and the westerly right-of-way of Potomac Electric Power Company (PEPCO) as recorded among the aforesaid Land Records in Liber 4710 at Folio 358; thence with said southerly right-of-way of Annapolis Road the following course

1. South 77°17'13" East, 482.11 feet to a point; thence departing said right-of-way and running along the common line of the aforesaid deed and a tract of land as described in deed to Clarence E. Tucker, et ux, and recorded among the aforesaid Land Records in Liber 4710 at Folio 362 the following two (2) courses
2. South 09°29'45" West, 899.40 feet to a point; thence
3. South 80°31'41" East, 281.04 feet to a point on said PEPCO right-of-way; thence with said right-of-way the following course
4. South 12°50'43" West, 444.99 feet to an IPF, said IPF being on the northerly line of a tract of land as described in a deed to Robert A. Dixon, et ux, and recorded among the aforesaid Land Records in Liber 659 at Folio 320; thence with the southerly line of the aforesaid deed and the northerly line of said Dixon tract the following course
5. North 89°49'02" West, 501.64 feet to a point, said point being the southeasterly most corner of a tract of land as described in deed to Clarence E. Tucker, and recorded among the aforesaid Land Records in Liber 2953 at Folio 564; thence running along the common line of the aforesaid deed and said Tucker tract the following two (2) courses
6. North 06°00'33" West, 209.76 feet to a point; thence
7. North 89°49'02" West, 189.64 feet to a point on the easterly side of a 20 foot right-of-way as recorded in the aforesaid Land Records in Liber 2953 at Folio 564; thence with said right-of-way the following course
8. North 06°00'33" West, 659.72 feet to an IPF, said IPF being on the southerly line of a tract of land as

PROPERTY OF
LUCKETT WILLIS EMORY AND
MARY ELLEN EMORY
LIBER 4710 FOLIO 366
7TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

BOOK 575 PAGE 483

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being all of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 366, and being more particularly described as follows:

BEGINNING at a point on the easterly line of a 250 foot Potomac Electric Power Company (PEPCO) right-of-way as recorded in Liber 2445 at Folio 102, said point also being the southwesterly corner of Colonial Village Shoppes as recorded in Plat Book NLP 140 as Plat No. 4, all among the aforesaid Land Records; thence departing said PEPCO right-of-way and along the southerly line of said Colonial Village Shoppes, and also along the southerly line of Parcel "C" - Stewart Tract, as recorded among the aforesaid Land Records in Plat Book 89 as Plat No. 41, and Parcel "B", Safeway Stores, Inc., as recorded among the aforesaid Land Records in Plat Book 66 as Plat No. 82, the following course

1. South 77°39'32" East, 660.30 feet to a point at the southeasterly corner of aforesaid Parcel "B", Safeway Stores, Inc.; thence with the easterly line of said Parcel "B" the following course
2. North 11°58'44" East, 269.63 feet to a point at the northwesterly corner of an Ingress-Egress and Utility easement as recorded in Liber 3495 at Folio 009 among the aforesaid Land Records; thence with said northerly line the following course
3. South 77°51'39" East, 378.50 feet to a iron rod found on the westerly line of Church Road (variable width R/W); thence along said westerly right-of-way line the following two (2) courses
4. South 04°58'32" West, 442.99 feet to a point; thence
5. South 08°23'58" West, 402.40 feet to a point at the northeasterly corner of that tract of land as described in deed to Robert A. Dixon et ux, and recorded among the aforesaid Land Records in Liber 659 at Folio 320; thence along said northerly line the following course
6. North 89°49'02" West, 1154.60 feet to an iron rod found, said point being on the easterly line of the aforementioned PEPCO right-of-way; thence along said easterly line the following course
7. North 12°50'43" East, 813.03 feet to the POINT OF BEGINNING containing 872267 square feet or 20.0245 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:60:DAR

described in a deed to Daniel H. Melvin, et ux, and recorded among the aforesaid Land Records in Liber 6067 at Folio 993; thence running along the common line of the aforesaid deed and said Melvin tract the following two (2) courses

9. South 77°23'00" East, 141.88 feet to an IPF; thence
10. North 12°42'04" East, 653.34 feet to the POINT OF BEGINNING containing 839970 square feet or 19.2830 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:61:DAR

PROPERTY OF
BILLY JOE ROWE
BARBARA J. ROWE
LIBER 4710 FOLIO 358
7TH ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

BOOK 575 PAGE 485

LEGAL DESCRIPTION

BEING a tract of land situated in the 7th Election District, Prince George's County, Maryland, and being all of that tract of land as described by deed dated December 27, 1976 and recorded among the Land Records of Prince George's County, Maryland in Liber 4710 at Folio 358, and being more particularly described as follows:

BEGINNING for said tract of land at a point where the southerly line of Maryland Route 450, Annapolis Road (variable width R/W), is intersected by the westerly boundary of a 250-foot wide right-of-way to Potomac Electric Power Company (PEPCO) as recorded in the aforesaid Land Records in Liber 2445 at Folio 102; thence departing said southerly right-of-way of Route 450, and running with the westerly line of said PEPCO right-of-way the following course

1. South 12°50'43" West, 882.09 feet to a point; thence departing said right-of-way and running along the common line of the aforesaid deed and a tract of land as described in a deed to Clarence E. Tucker, et ux, as recorded among the aforesaid Land Records in Liber 4710 at Folio 362 the following two (2) courses
2. North 80°31'41" West, 281.04 feet to a point; thence
3. North 09°29'45" East, 899.40 feet to a point on the southerly right-of-way of said Route 450; thence with said right-of-way the following course
4. South 77°17'13" East, 333.10 feet to the POINT OF BEGINNING containing 273296 square feet or 6.2740 acres of land.

Subject to any and all easements, rights-of-way, and covenants of record.

17:89:59:DAR

EXHIBIT A - PART FOUR

Lots 5 through 8, both inclusive, Lots 11 through 13, both inclusive, Lots 157, 162, 170 through 172, both inclusive, and Lots 175 through 179, both inclusive, as shown on Plat entitled "PLAT 2. THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat book 115, Page 41, Plat No. 6065; AND

Lots 14, 145 through 148, both inclusive, and Lots 159 through 161, both inclusive, as shown on Plat entitled "PLAT 1, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 40, Plat No. 6064; AND

Lots 1R, 3R, 4R, 150R, 151R, 153R, 158R, 163R through 169R and Lots 181R through 183R, both inclusive, as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 123, Page 10, Plat No. 6684.

W. H. Keeler & Korpark



TO BE RECORDED IN:

BOOK 575 PAGE 487

X Financing (Chattel) Records - Anne Arundel County, Maryland

NOTE: The principal amount of debt secured hereby is \$8,150,455.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

41076

FINANCING STATEMENT

285311

D-1A

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR:	MH Associates Development Corp. 9500 Annapolis Road Suite A-5 Lanham, Maryland 20706
--------------------------------	---

2. NAME AND ADDRESS OF SECURED PARTY:	Sovran Bank/Maryland 6610 Rockledge Drive Bethesda, Maryland 20817
---------------------------------------	--

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest to, and as a general partner of, MH/Fredericksburg Associates, a Virginia general partnership (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

SECURED PARTY:

MH Associates Development Corp.

Sovran Bank/Maryland

By: Stanley S. Halle

By: Edmund K. Delany
Name: Edmund K. Delany
Title: Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Patrick F. Greaney, Esq.
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

17
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RECORDED
11.00
.50
12/27/91
ROSE
CIRCUIT COURT



TO BE RECORDED IN:

Financing (Chattel) Records - Anne Arundel County, Maryland

BOOK 575 PAGE 487

NOTE: The principal amount of debt secured hereby is \$8,150,455.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

41076

FINANCING STATEMENT

285311

D-1A

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: MH Associates Development Corp.
9500 Annapolis Road
Suite A-5
Lanham, Maryland 20706
- 2. NAME AND ADDRESS OF SECURED PARTY: Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, Maryland 20817

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest to, and as a general partner of, MH/Fredericksburg Associates, a Virginia general partnership (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

SECURED PARTY:

MH Associates Development Corp.

Sovran Bank/Maryland

By: Stanley S. Halle

By: Edmund K. Delaney
Name: Edmund K. Delaney
Title: Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Patrick F. Greaney, Esq.
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

17
50

Mail to W. Tucker & Associates



TO BE RECORDED IN:

BOOK 575 PAGE 488

X Financing (Chattel) Records - Anne Arundel County, Maryland

NOTE: The principal amount of debt secured hereby is \$8,150,455.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

41076

FINANCING STATEMENT

285312

D-2A

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR:	MH Associates Development Corp. 9500 Annapolis Road Suite A-5 Lanham, Maryland 20706
--------------------------------	---

2. NAME AND ADDRESS OF SECURED PARTY:	Sovran Bank/Maryland 6610 Rockledge Drive Bethesda, Maryland 20817
---------------------------------------	--

3. This Financing Statement covers the following types of items) of property:	types of	11.00
---	----------	-------

(a) All of the Debtor's right, title and interest to, and as a limited partner of Overlook Associates Limited Partnership, a Virginia limited partnership (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:
MH Associates Development Corp.

SECURED PARTY:
Sovran Bank/Maryland

By: Stanley S. Halle
Stanley S. Halle

By: Edmund V. DeLong
Name: Edmund V. DeLong
Title: Vice President

11.50

POSTAGE .50
RECEIVED 12/27/93
MARK ROSE
COURT

Filing Officer: After recordation, please return this Financing Statement to:

Patrick F. Greaney, Esq.
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

Mail to _____

a:\Sovran-Halle\
a:financin.st2

TO BE RECORDED IN:

-X Financing (Chattel) Records - Anne Arundel County, Maryland

BOOK 575 PAGE 490

NOTE: The principal amount of debt secured hereby is \$8,150,455.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement or Indemnity Deed of Trust recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

41076

FINANCING STATEMENT

285313

E-1B

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR:

Stanley S. Halle
9500 Annapolis Road
Suite A-5
Lanham, Maryland 20706

2. NAME AND ADDRESS OF SECURED PARTY:

Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, Maryland 20817

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to, and as a limited partner of, Overlook Associates Limited Partnership, a Virginia limited partnership (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

SECURED PARTY:

Sovran Bank/Maryland


Stanley S. Halle

By: 
Name: Edmund K. Delany
Title: Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Patrick F. Greaney, Esq.
Miles & Stockbridge 5
22 West Jefferson Street
Rockville, Maryland 20850

11/50

11.00
.50
#285313 5091 803 713419
12/27/91

MARY H. ROSE
AA CO. CIRCUIT COURT

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

285314

FINANCING STATEMENT

- 1. Name & Address of Debtor: EDWIN C. FULTON
Route #1, Box 155
Queenstown, MD 21658
- 2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

13'
5

13.00

.50

NOV 14 1991

12/27/91

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COURT



TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

BOOK 575 PAGE 492

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Secured Party:

Edwin C. Fulton (SEAL)
Edwin C. Fulton

BANK OF ANNAPOLIS

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

BOOK 575 PAGE 493

PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Units Numbered 211, 212 and 213, containing 2171 square feet, more or less, in the Olde Severna Park Professional Center, a Commercial Condominium (the "Condominium"), as shown on a Plat entitled, "Olde Severna Park Professional Center, a Commercial Condominium Development," recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-49, pages 13 through 20, as amended to date, together with an undivided percentage interest in the common elements and in the common expenses and common profits of the Condominium, as more particularly set forth in the Condominium Declaration.

BEING three of the condominium units mentioned in the Declaration dated October 31, 1990, by Development Enterprises, a general partnership organized and existing under the laws of the State of Maryland, recorded among the Land Records of Anne Arundel County in Liber 5202, folio 1, as amended to date.

SUBJECT TO and with the benefit of the Condominium Declaration as aforesaid as amended to date and the By-Laws of Olde Severna Park Professional Center Council of Unit Owners, Inc., both recorded among the aforesaid Land Records in Liber 5202, folios 1 and 39, respectively, as amended to date, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the Condominium Declaration as amended to date as if the same had been fully set forth herein, including, but not limited to, the obligation to pay the assessments as described in the Condominium Declaration and By-Laws as amended to date.

FINANCING STATEMENT

1. Name & Address of Debtor: MARIAN D. HALL and KATHLEEN C. GOLDSBOROUGH
335 Preswick Way
Severna Park, MD 21146
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant

14.00

.50

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12/27/91

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14-8



facilities erected or to be erected in or upon the said ~~land~~. ^{BOOK 575 PAGE 495}

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Marian D. Hall (SEAL)
MARIAN D. HALL

Kathleen C. Goldsborough (SEAL)
KATHLEEN C. GOLDSBOROUGH

Secured Party:

BANK OF ANNAPOLIS

BY: Henry M. Agnew (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

BEGINNING for the same at an iron pipe set on the southwest side of Second Street distant South 31 degrees 30 minutes East 108 feet from the southeast side of Severn Avenue, thence with the southwest side of Second Street, South 31 degrees 30 minutes East 26 feet, thence south 58 degrees 30 minutes West 84 feet to a pipe, thence South 31 degrees 30 minutes East 30 feet, thence South 58 degrees 30 minutes West 82.50 feet to a pipe, North 31 degrees 30 minutes West 44.70 feet, North 57 degrees 35 minutes 30 seconds East 82.51 feet, North 31 degrees 30 minutes West 10 feet, thence North 58 degrees 30 minutes East 84 feet to the place of beginning. Said property being known as 408 Second Street, Annapolis, Maryland.

BEING the same property which by deed dated April 15, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2949, folio 833 was granted and conveyed by JOHN H. FALK and AMANDA A. FALK, his wife, unto KATHLEEN C. GOLDSBOROUGH and MARIAN D. HALL, tenants in common.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 285316

BOOK 575 PAGE 497
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Consignee

Name GORDON'S CONTEMPORARY STORES, INC.
Address 901 W. Walnut Hill Lane, Irving, TX 75038

2. ~~SECURED PARTY~~ Consignor

Name ORIGINAL DESIGNS/FAMOR, INC.
Address 44-40 11th Street, Long Island City, N.Y. 11101

Karen S. Lieberstein, c/o Kaye, Scholer, Fierman, Hays & Handler, 425 Park Ave.
Person And Address To Whom Statement Is To Be Returned If Different From Above. New York, NY 10022

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

CONSIGNMENT: See Schedule A attached hereto and made a part hereof.

Name and address of Assignee

Filed with: Anne Arundel County MD

RECORD FEE 11.00

POSTAGE .50

#271530 0263 R01 711:55

12/27/91

CHECK THE LINES WHICH APPLY

MARY M. ROSE

5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate) _____

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) _____

18421 KL 1008708-69

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BETTINA S. SOLOMON
ASSISTANT SECRETARY

BSS
(Signature of ~~Debtor~~ Consignee)

GORDON'S CONTEMPORARY STORES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R.A. Ferrer, Jr.
(Signature of ~~Secured Party~~ Consignor)
ORIGINAL DESIGNS/FAMOR, INC.
Type or Print Above Signature on Above Line
V.P.

11-50



**SCHEDULE A TO FINANCING STATEMENT
BY ORIGINAL DESIGNS/FAMOR, INC. ("Consignor"),
AGAINST
GORDON'S CONTEMPORARY STORES, INC. ("Consignee")**

This financing statement is filed as a memorandum of a consignment transaction, under the terms of an Agreement dated November 21, 1991 (as amended, restated, supplemented or otherwise modified from time to time in writing) between ORIGINAL DESIGNS/FAMOR, INC., as consignor, and GORDON JEWELRY CORPORATION, as consignee, covering 10kt and 14kt gold and diamond jewelry bearing the trademark ODI*, which may at any time now or hereafter be consigned or delivered, directly or indirectly, by Consignor to or for the account or benefit of Gordon Jewelry Corporation or Consignee.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

HOFFRITZ FOR CUTLERY, INC.
515 West 24th Street
New York, New York 10011

2. Secured Party(ies) and address(es)

NORSTAR BANK/MANUFACTURERS
AND TRADERS TRUST COMPANY
56 East 42nd Street
New York, New York 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

BOOK 575 PAGE 499

RECORD FEE 36.00

RECORD TAX 87.50

4. This financing statement covers the following types (or items) of property:

285317

5. Assignee(s) of Secured Party and
Address(es)

MORTGAGE .50
#271540 0203 R01 T11:58
12/27/91

All of the property described on Schedule I attached hereto and
made a part hereof situated on that certain real property described
in Exhibit A attached hereto and made a part hereof.

THIS IS A FIXTURE FILING TO BE INDEXED IN THE REAL ESTATE RECORDS.
SUBJECT TO RECORDATION TAX - SEE ANNEX X.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel Co., MD

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented: 10

1008253-2/17806TF

HOFFRITZ FOR CUTLERY, INC.

NORSTAR BANK/MANUFACTURERS AND TRADERS TRUST COMPANY

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE I
TO UCC-1 FINANCING STATEMENT FOR
HOFFRITZ FOR CUTLERY, INC. AS DEBTOR

BOOK 575 PAGE 500

The attached financing statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in, to and under (i) any and all Equipment, (ii) any and all Insurance Proceeds, and (iii) all proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

"Equipment" shall mean all machinery, equipment (including, without limitation, all transportation, manufacturing, warehouse and office equipment), fixtures, trade fixtures, tools and tooling (including any rights in respect of tools or tooling in the possession of others), computer and other data processing equipment, furniture, office and data processing supplies, other miscellaneous supplies and other tangible property of any kind now owned by the Debtor or in which the Debtor now has any right, title or interest, including, without limitation, all such property located in any plant, warehouse, showroom, office or other space leased, owned or occupied by the Debtor and all of the Debtor's interest in all leasehold improvements and any and all additions thereto, substitutions therefor and replacements thereof, together with all attachments, components, parts and accessories installed thereon or affixed thereto. "Equipment" shall exclude (i) all motor vehicles of the Debtor and (ii) Equipment which is acquired by the Debtor after October 7, 1991 which is placed or installed in any store, office or location of the Debtor not listed in Schedule B hereto; it being understood and agreed that Equipment does include Equipment acquired after October 7, 1991 placed or installed in any location listed in Schedule B hereto.

"Insurance Proceeds" shall mean any monies payable to the Debtor or any of its affiliates in respect of that certain claim no. 539-355-1 in favor of Hoffritz Holding Company, Inc., a Delaware corporation, against Fidelity and Deposit Company of Maryland in respect of fidelity bond no. 595922, dated August 1, 1985 relating to fidelity bond coverage in connection with stolen inventory, merchandise or goods of the debtor.

RH:04317/120-1.01

Schedule B to
Financing Statement

BOOK 575 PAGE 502

HOFFSITZ:

602-MADISON AVENUE
331 Madison Avenue
(at 43rd Street)
New York, NY 10017
(212)697-7344
SM: VERNON SHARPS
DM: DOUGLAS BUCHANAN

611-WATER TOWER
835 N. Michigan Avenue
Chicago, IL 60611
(312) 787-6839
SM: DEWEY BULLOCK
DM: JOHN JERDING

614-ROCKEFELLER CENTER
48 West 50th Street
New York, NY 10020
(212)765-6753
SM: STEPHEN WILLIAMS
DM: DOUGLAS BUCHANAN

617-MINNEAPOLIS CITY CTR
221 Minneapolis City Ctr.
40 So. 7th Street
Minneapolis, MN 55402
(612) 339-0229
SM: KAREN ZALEWSKI
DM: JOHN JERDING

622-PENN MAIN
Penn Station Main Terminal
New York, NY 10001
(212)736-2443
SM: AUDREY SCOTT
DM: DOUGLAS BUCHANAN

627-UNION STATION
UNION STATION
50 Massachusetts Ave. N.E.
Washington, DC 20002
(202)842-2728
SM: HOWARD JOYNER
DM: COLLEEN HALLERAN

644-KING'S PLAZA
5373 King's Plaza Mall
Flatbush Avenue & Avenue U
Brooklyn, NY 11234
(718)951-9247
SM: BILL WARDEN
DM: DOUGLAS BUCHANAN

607-57TH STREET
203 W. 57th Street
(at 7th Avenue)
New York, NY 10019
(212)757-3431
AM: RAFAEL ACEVEDO
DM: DOUGLAS BUCHANAN

612-RADIO CITY
RADIO CITY CONCOURSE - #15
30 Rockefeller Plaza
New York, NY 10020
(212)757-3497
SM: STEPHEN WILLIAMS
DM: DOUGLAS BUCHANAN

615-CROCKER GALLERIA
CROCKER GALLERIA
50 Post
San Francisco, CA 94104
(415)362-5636
SM: DAN BARKSDALE
DM: TERRY FOWLER

618-ST. PAUL WORLD TRADE
St. Paul World Trade
Space #111 - Town Court
30 East 7th Street
St. Paul, MN 55101
(612) 224-1513
SM: ROGER SMITH
DM: JOHN JERDING

625-LaGUARDIA
LaGuardia Airport
Main Terminal
Flushing, NY 11371
(718)476-5565
SM: ROBERT MARINOFF
DM: DOUGLAS BUCHANAN

641-OAKLAND
378 West 14 Mile Road
Troy, MI 48083
(313)585-5655
SM: LOREN DAVIS
DM: DALE WOLCOTT

649-FRANKLIN PARK
356 Franklin Park Mall
Toledo, OH 43623
(419)473-9831
SM: DAVID LEE
DM: DALE WOLCOTT

610-MICHIGAN AVENUE
634 N. Michigan Avenue
Chicago, IL 60611
(312) 664-4473
SM: JUDY SAN VICENTE
DM: JOHN JERDING

~~613-CAREW TOWER
41 W. 5th Street
Shop 5B
Cincinnati, OH 45201
(513)851-5865
SM: JAMES MOELL
DM: DALE WOLCOTT~~

616-THIRD AVENUE
805 Third Avenue
New York, NY 10022
(212) 421-3326
SM: NATHANIEL PEARSON
DM: DOUGLAS BUCHANAN

620-GRAND CENTRAL
Grand Central Terminal
New York, NY 10017
(212)682-7808
SM: MARIO CORDELLA
DM: DOUGLAS BUCHANAN

626-WORLD TRADE CENTER
324 Wld. Trade Ctr. Concourse
New York, NY 10048
(212)938-1936
SM: OLGA RINCON
DM: DOUGLAS BUCHANAN

642-WILLOWBROOK
1440 Willowbrook Mall
Wayne, NJ 07470
(201)785-1225
SM: LIZ HUGHES
DM: BARBARA STONE

653-ROOSEVELT FIELD
Roosevelt Field Shopping Ctr.
Store #21, Building F
Garden City, NY 11530
(516)741-0689
SM: EDMUND OSUNA
DM: DOUGLAS BUCHANAN

~~660-WHITE PLAINS
White Plaine Mall
1301 Rockville Pike
Kensington, MD 20845
(301)770-5042
SM: BRUCE GILBERT
DM: STEVEN KOMY~~

659-BROWARD
412 Broward Mall
Plantation, FL 33388
(305)472-7677
SM: JUAN ESCABAR
DM: REED STRICKLER

660-TROMBUL
Trumbull Shopping Park
5065 Main Street
Trumbull, CT 06611
(203)371-4670
SM: LAURA LOMBARDO
DM: DAVE LEWIS

661-TYSON'S CORNER
Tyson's Corner Shopping Ctr.
1961 Chain Bridge Road
McLean, VA 22120
(703)790-3443
SM: BRET KING
DM: STEVEN KOMY

664-BOCA RATON
337 Town Center Boca Raton
Boca Raton, FL 33431
(407)391-4756
SM: MIKE SELDIN
DM: REED STRICKLER

666-PALM BEACH
Palm Beach Mall
1801 Plm Sch. Lakes Blvd.
W. Palm Beach, FL 33401
(407)686-0076
SM: KEVIN BOYD
DM: REED STRICKLER

667-KING OF PRUSSIA
Court at King of Prussia
411 Goddard Blvd.
Kg. of Prussia, PA 19406
(215)265-7356
SM: BILL KAHN
DM: DOUGLAS BUCHANAN

668-RIVERSIDE
108 Riverside Square
Hackensack, NJ 07601
(201)342-4883
SM: G. DeWAIN McGRARY
DM: DOUGLAS BUCHANAN

669-POMPANO
1 Pompano Square - Space 12G
Pompano Beach, FL 33062
(305)781-9700
SM: RONALD RIVERA
DM: REED STRICKLER

670-GALLERIA
2506 E. Sunrise Blvd.
Ft. Lauderdale, FL 33304
(305)563-3230
SM: CARL PELIONE
DM: REED STRICKLER

671-SHORT HILLS
Mall at Short Hills
Short Hills, NJ 07078
(201)467-9784
SM: SANFORD BRISTOL
DM: BARBARA STONE

673-BEVERLY CENTER
Beverly Center, Space #673
8522 Beverly Blvd.
Los Angeles, CA 90048
(213)652-5529
SM: SANDRA KLENK
DM: CRAUG ELLWEIN

674-BARTON CREEK
Barton Creek Sq. Mall
Space L-01
2901 Capital of Texas Hwy.
Austin, TX 78746
(512)327-1310
SM: CINDY SIAM
DM: MARY STRICKLAND

675-SOUTH COAST
SOUTH COAST PLAZA
3333 Bristol Street
Costa Mesa, CA 92626
(714)556-2160
SM: BONNIE PALMER
DM: CRAIG ELLWEIN

676-MALL AT 163RD STREET
1311 N.E. 163rd Street Mall
N. Miami Beach, FL 33162
(305)949-1307
SM: EVELYN KAPLAN
DM: REED STRICKLER

677-MIAMI INTERNATIONAL
1455 N.W. 107th Ave.
Location #856
Miami, FL 33172
(305)592-8136
SM: MELBA AMADOR
DM: REED STRICKLER

678-WILLOW GROVE
2500 Moreland Road
Space #2068
Willow Grove, PA 19090
(215)659-6598
SM: JUDITH KONEN
DM: BARBARA STONE

679-COLUMBIA
10300 Little Patuxent
Columbia, MD 21044
(301)596-6432
SM: ROSE FAZIO
DM: STEVEN KOMY

681-OAKBROOK
59 Oakbrook Center
Oakbrook, IL 60521
(708)571-1144
SM: TERRY BIXTER
DM: JOHN JERDING

682-OLD ORCHARD
94 Old Orchard Ctr.
Skokie, IL 60077
(708)674-7979
SM: MARK DEDOWICZ
DM: JOHN JERDING

684-SHERMAN OAKS
Sherman Oaks Fashion Sq.
13982A Riverside Drive
Sherman Oaks, CA 91423
(818)788-5278
SM: DAVOOD KHARRAZI
DM: CRAIG ELLWEIN

685-THE FALLS
331 The Falls Shopping Ctr.
8888 Howard Drive
Miami, FL 33157
(305)232-2043
SM: NANCY GOMEZ
DM: REED STRICKLER

686-NORTH PARK
630 Northpark Shopping Center
Dallas, TX 75225
(214)363-2802
SM: JANELL MULLINS
DM: MARY STRICKLAND

687-LENOX SQUARE
Lenox Square Shopping Center
3393 Peachtree Road, N.E.
Atlanta, GA 30326
(404)231-1300
SM:
DM: CATHERINE WOERHEIDE

688-DEL MONTE
480 Del Monte Center
Space 34
Monterey, CA 93940
(408)372-6101
SM: DIANE PATTON
DM: TERRY FOWLER

689-MISSION VALLEY
Mission Valley Center
1640 Del Rio North
San Diego, CA 92108
(619)298-0761
SM: MARTHA SCHEISER
DM: CRAIG ELLWEIN

690-HOUSTON GALLERIA
Galleria Mall
5175 Westheimer, Suite 3470
Houston, TX 77056
(713)621-2014
SM:
DM: MARY STRICKLAND

691-SMITH HAVEN
Smith Haven Mall
Lake Grove, NY 11755
(516)360-7993
SM: MIKE SHEEHAN
DM: DOUGLAS BUCHANAN

692-SUNRISE
208 Sunrise Mall
Sunrise Blvd.
Massapequa, NY 11758
(516)798-1135
SM: PAUL GIAMBONA
DM: DOUGLAS BUCHANAN

693-MARLEY STATION
7900 Gov. Ritchie Highway
Space 113, Blding C
Glen Burnie, MD 21061
(301)768-6447
SM: CONNIE KELLY
DM: STEVEN KOMM

694-WALNUT CREEK
1 Broadway Plaza
Walnut Creek, CA 94596
(415)930-5677
SM: JEAN PIERRE-KNUTTI
DM: TERRY FOWLER

695-HARBOR PLACE
Gallery at Harbour Place
200 E. Pratt St., Space 104
Baltimore, MD 21202
(301)625-1440
SM: YVONNE JOYNER
DM: STEVEN KOMM

696-SANTA ANA
MAIN PLACE SANTA ANA
2800 N. Main St., Space 176
Santa Ana, CA 92701
(714)648-0240
SM: ROGER HENKE
DM: CRAIG ELLWEIN

697-STONESTOWN
Stonestown Galleria
3251 20th Ave. Box 215
San Francisco, 94132
(415)731-0635
SM: BOB KELLEY
DM: TERRY FOWLER

698-PRINCETON
PRINCETON MARKET FAIR
SPACE 242
3535 U.S. ROUTE #1
Princeton, NJ 08540
(609)452-0199
SM: ROBERT FAUSEY
DM: BARBARA STONE

699-NEWPORT
The Newport Center MALL
30-133A Mall Drive West
Jersey City, NJ 07310
(201)217-9112
SM: CATHY LEWIS
DM: BARBARA STONE

700-NORTHRIDGE
9301 Tampa Avenue
Northridge, CA 91324
(818)886-1776
SM: KEVIN WALSH
DM: CRAIG ELLWEIN

701-DEL AMO
213 Del Amo Fashion Ctr.
Torrance, CA 90503
(213)542-3960
SM: JOHN ROMERO
DM: CRAIG ELLWEIN

702-SANTA MONICA
229 Santa Monica Place
Santa Monica, CA 90401
(213)393-2232
SM: TAMI HEATHMAN
DM: CRAIG ELLWEIN

703-THOUSAND OAKS
476A Hillcrest Drive
Thousand Oaks, CA 91360
(805)495-0711
SM: TAMPY SWANSTROM
DM: CRAIG ELLWEIN

704-RIVER CENTER
RIVER CENTER, SPACE 239
849 East Commerce St.
San Antonio, TX 78205
(512)223-6767
SM: ALINE HANNAH
DM: MARY STRICKLAND

705-BRIDGWATER
Bridgewater Commons
400 Commons Way, Suite 317
Bridgewater, NJ 08807
(201)707-8110
SM: KAMAL AFROUNI
DM: BARBARA STONE

706-PALM BEACH GARDENS
The Gardens
3101 PGA Blvd., Space C-109
Palm Beach Gdns., FL 33410
(407)622-6895
SM: STEVE RANSOM
DM: REED STRICKLER

707-HAWTHORNE CENTER
116 HAWTHORNE CENTER
Lower Level, Space E-12
Vernon Hills, IL 60061
(708)362-3530
SM: LAURA ANGELES
DM: JACKIE SMITH

708-WEST OAKS
1000 West Oaks Mall
Suite 240
Houston, TX 77082
(713) 589-1874
SM: GENEVA FELDER
DM: MARY STRICKLAND

709-PARKS AT ARLINGTON
3811 South Cooper
Suite 2168
Arlington, TX 76015
(817) 467-2111
SM: DAMON HARVEY
DM: MARY STRICKLAND

710-CLOVERLEAF
Cloverleaf RM #D-24
7201 Midlothian Turnpike
Richmond, VA 23225
(804) 745-3245
SM: ROBERT MERTEN
DM: STEVEN KOMM

711-PENN SQUARE
Penn Square Mall
1901 N.W. Expressway
Oklahoma City, 73118
(405) 840-1938
SM: RICHARD GESA
DM: MARY STRICKLAND

712-CHESTERFIELD
Chesterfield RM #106
11500 Midlothian Turnpike
Richmond, VA 23235
(804) 379-4924
SM: DEBCRAH REAVES
DM: STEVEN KOMM

713-FASHION MALL
Plantation Rm #A-4
321 N. University Drive
Plantation, FLA 33324
(305) 474-8881
SM: GREG VAILLANCOURT
DM: REED STRICKLER

714-ALTAMONTE
Altamonte RM #141
451 Altamonte Avenue
Altamonte Springs, FLA
32701
(407) 834-2224
SM: BETH BURNS
DM: JOY BRAND

716-PENTAGON
Pentagon Fashion Center
1100 So. Hayes Street,
Space W-3
Arlington, VA 22202
(703) 418-4963
SM: COLLIN TURNER
DM: STEVEN KOMM

718-WOODBRIDGE
Woodbridge Shopping Mall
Woodbridge Tnsp., NJ 07095
(201)636-3765
SM: JOHN SMITH
DM: BARBARA STONE

719-SO. STREET SEAPORT
Fulton Market Bldg.
11 Fulton Street
New York, NY 10038
(212) 732-1945
SM: DARLENE SIRI
DM: DOUGLAS BUCHANAN

720-TREASURE COAST
3174 N.W. Federal Hwy.
Jensen Beach, FLA 34957
(407) 692-4742
SM: FRAN GIACCONE
DM: REED STRICKLER

988-MAIL ORDER
HOFFRITZ FOR CUTLERY
515 West 24th Street
New York, NY 10011
ATTN: MAIL ORDER/
CUSTOMER SERVICE
(212)924-7300, Ext. 252
MGR: MARY SCHIELKE

600-CORPORATE OFFICES
HOFFRITZ/EDWIN JAY/
CUTLERY WORLD
515 West 24th Street
New York, NY 10011
(212)924-7300

856 sq. ft. - Store 113, Lower Level, Building C,
7900 Gov. Ritchie Highway, Glen Burnie, Maryland,
which shopping center is more fully described as
follows:

Anne Arundel Co MD

DESCRIPTION OF THE DEVELOPER PARCEL
A 39.1485 ACRES PARCEL
BEING A PORTION OF THE PROPERTY OF
TKL-EAST
ON GOVERNOR RITCHIE HIGHWAY
THIRD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Store 693
Marilyn Station, MD

BEGINNING for the same at a point on the westernmost side of Governor Ritchie Highway, said point of beginning being South 35° 24' 37" East, 80.31' from the southeasterly corner of the property of Barbara C. Neloringhaus as recorded among the land records of Anne Arundel County, Maryland, in Liber 2352 at Folio 117, thence, with meridian referred to Maryland State Grid North and running with said westernmost side and with the Shopping Center parcel, (1) South 35° 24' 37" East, 42.00 feet, thence departing said Governor Ritchie Highway and continuing with parcel DA-2 and the Shopping Center Parcel, (2) South 73° 46' 57" West, 21.18 feet, to a point of curve, said curve to the left having a radius of 330.00 feet and an arc of 63.76 feet subtended by a chord, (3) South 48° 11' 11" West, 63.66 feet, thence, (4) South 42° 39' 04" West, 255.16 feet, thence with a curve to the left having a radius of 30.00 feet and an arc of 42.34 feet subtended by a chord, (5) South 02° 13' 03" West, 38.91 feet, to a point of reverse curve, said curve to the right having a radius of 500.00 feet and an arc of 287.58 feet subtended by a chord, (6) South 21° 44' 20" East, 283.63 feet, to a point of reverse curve having a radius of 330.00 feet and an arc of 395.00 feet subtended by a chord, (7) South 39° 33' 10" East, 371.84 feet, thence, (8) South 73° 50' 37" East, 115.45 feet, thence running with a curve to the left having a radius of 35.00 feet and an arc of 50.68 feet subtended by a chord, (9) North 64° 40' 19" East, 46.37 feet, thence running with a reverse curve along a radius and an arc of 210.00 feet and 115.10 feet, respectively, subtended by a chord, (10) North 38° 53' 19" East, 113.66 feet, thence, (11) North 54° 35' 23" East, 150.00 feet, (12) North 30° 21' 45" East, 21.93 feet, to intersect the westerly line of the Governor Ritchie Highway, thence departing said DA-2 and continuing with said Highway, (13) South 35° 24' 37" East, 106.00 feet, thence departing said Highway and continuing with parcel DA-3, (14) South 82° 57' 32" West, 56.82 feet, (15) South 54° 35' 23" West, 120.00 feet to a point of curve, said curve running to the left and having a radius of 140.00 feet and an arc of 69.94 feet subtended by a chord, (16) South 40° 16' 44" West, 69.21 feet, thence with a compound curve on a radius of 35.00 feet and an arc of 54.13 feet subtended by a chord, (17) South 18° 20' 14" East, 48.89 feet, to a point of reverse curve, said curve having a radius of 600.00 feet and an arc of 371.48 feet subtended by a chord, (18) South 44° 54' 18" East, 265.58 feet, thence departing said parcel DA-3 and running reversely with line common to the May parcel, (19) South 45° 00' 00" West, 119.16 feet, (20) North 45° 00' 00" West, 150.00 feet, (21) South 45° 00' 00" West, 336.46 feet, (22) North 77° 28' 16" West, 8.79 feet, and (23) South 45° 00' 00" West, 47.41 feet, thence continuing with said May parcel, (24) South 12° 31' 44" West, 216.00 feet, (25) South 32° 00' 00" East, 56.11 feet (26) South 77° 28' 01" East, 21.61 feet (27) South 32° 00' 00" East, 344.80 feet, (28) North 58° 00' 00" East, 120.00 feet, South 32° 00' 00" East, 246.72 feet, thence with a curve to the left having a radius of 322.89 feet and an arc of 1.76 feet subtended by a chord, (30) North 63° 38' 30" East, 1.76 feet, thence, (31) North 63° 29' 07" East, 100.74 feet, thence continuing with a curve to the left having a radius of 312.68 feet and an arc of 292.62 feet subtended by a chord, (32) North 36° 40' 31" East, 282.06 feet, to a point of compound curve, thence with said curve with a radius of 442.00 feet and an arc of 148.81 feet subtended by a chord, (33) North 00° 13' 13" East, 148.10 feet, thence departing said May parcel and binding with the Ann's Dairy Creme parcel, (34) North 82° 03' 57" East, 142.28 feet, (35) North 54° 35' 23" East, 200.46 feet, to intersect on the westerly side of the Governor Ritchie Highway, thence departing said Ann's Dairy Creme parcel and running with said Governor Ritchie Highway, (36) South 35° 24' 37" East, 87.00 feet, thence departing said Governor Ritchie Highway and running reversely with parcel DA-4, (37) South 80° 29' 47" West, 38.91 feet, (38) South 54° 35' 23" West, 165.46 feet, thence with a curve to the left having a radius of 225.00 feet and an arc of 159.47 feet subtended by a chord, (39) South 34° 17' 06" West, 156.16 feet, to the point of reverse curve, said curve having a radius of 411.01 feet and an arc of 352.00 feet subtended by a chord, (40) South 38° 30' 54" West, 341.34 feet, thence, (41) South 63° 02' 56" West, 425.66 feet, leaving parcel DA-4 at 14.76 feet along the way, and binding with parcel DA-5 for a distance of 253.37 feet and thence binding with parcel DA-7 for 157.53 feet, for a total distance of 425.66 feet, thence with said parcel DA-7 and with a curve to the right having a radius of 200.00 feet and an arc of 100.00 feet subtended by a chord, (42) South 77° 22' 23" West, 98.96 feet, to a point of compound curve having a radius of 150.00 feet and an arc of 57.30 feet subtended by a chord, (43) North 77° 21' 37" West, 56.95 feet, thence, (44) North 66° 25' 03" West, 988.41 feet, thence running with a curve to the right having a radius of 604.27 feet and an arc of 852.76 feet subtended by a chord, (45) North 25° 59' 21" West, 783.74 feet, departing parcel DA-7, and binding with the Anne Arundel County Linear Park at an arc distance of 8.28 feet from the beginning of said curve, thence continuing with said Linear Park with a course and distance of, (46) North 14° 26' 21" East, 181.10 feet, thence departing said Linear Park and binding reversely with the Macy parcel the following, (47) South 75° 30' 00" East, 96.91 feet, (48) North 14° 30' 00" East, 60.00 feet (49) South 75° 30' 00" East, 243.00 feet, (50) North 14° 30' 00" East, 60.00 feet, (51) South 75° 30' 00" East, 124.09 feet, (52) North 14° 30' 00" East, 17.36 feet, (53) South 75° 30' 00" East, 50.00 feet, (54) North 77° 28' 16" East, 248.00 feet, (55) North 45° 00' 00" East, 60.00 feet, (56) South 25° 00' 00" East, 48.30 feet, (57) North 45° 00' 00" East 132.81 feet, (58) South 45° 00' 00" East, 60.00 feet, (59) North 45° 00' 00" East, 142.44 feet, thence with a curve to the right having a radius of 376.50 feet and an arc of 380.96 feet subtended by chord, (60) North 34° 14' 57" West, 364.92 feet, thence running with a reverse curve toward the left with a radius of 415.50 feet and an arc of 141.65 feet subtended by a chord, (61) North 15° 01' 42" West, 140.96 feet, to a compound curve having a radius of 218.69 feet and an arc of 161.14 feet subtended by a chord, (62) North 45° 54' 14" West, 157.52 feet, thence, (63) North 67° 00' 48" West, 2.83 feet thence with a curve to the left having a radius of 276.53

feet and an arc of 5.95 feet subtended by a chord, (64) North 67° 37' 46" West, 5.95 feet, to a point, thence non-radially and reversely with the eleventh line of the Macy parcel description, (65) North 42° 39' 04" East, 365.56 feet, to a point of curvature to the having a radius of 365.00 feet and an arc of 76.05 feet subtended by a chord, (66) North 48° 37' 14" East, 75.92 feet, thence, (67) North 54° 35' 23" East, 15.00 feet, to the westernmost side of Governor Ritchie Highway at the point and place of beginning.

CONTAINING 39.1485 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors in February, 1985.

SUBJECT to slope easements as shown on State Roads Commission Plats #2219, 2220 and 2221.

ALSO subject to an ingress-egress easement to the May parcel delineated in the May parcel description.

ALSO subject to a variable width ingress-egress easement to the Baltimore Gas and Electric Company as previously described.

ALSO subject to two Ground Lease parcels from Anne Arundel County to TKL-EAST as follows.

ALSO subject to a Deed of Easement and Agreement between TKL-EAST and Anne Arundel County, Maryland as recorded among the land records of said county and state at Liber 3871 Folio 769 for the purpose of storm drainage easements.

ALSO subject to certain easements and agreements by and between TKL-EAST and Baltimore Gas and Electric Company by deed dated 30 March, 1985 in Liber 3888 at Folio 779.

PARCEL 3A
0.1998 ACRES

BEGINNING for the same at a point, said point being North 85° 50' 07" West, 228.90' from the southwesterly corner of the Baltimore Gas and Electric Company, Parcel 1, as recorded in the aforesaid county records in Liber 1090 at Folio 355, thence leaving said point so fixed and running with meridian referred to Maryland State Grid North, (1) North 63° 29' 07" East, 54.11 feet, thence leaving said common line and running through a portion of the Developer parcel, (2) South 33° 56' 58" East, 76.34 feet, to intersect the common line between the Developer parcel and parcel DA-5, thence running with said common line, (3) South 63° 02' 56" West, 66.50 feet, thence leaving said line with parcel DA-5 and running through the Developer parcel, (4) North 33° 56' 58" West, 322.69 feet, to a point common to the Developer parcel and the May parcel, (5) North 58° 00' 00" East, 19.00 feet, (6) South 32° 00' 00" East, 246.72 feet, thence continuing with a curve to the left with a radius of 322.89 feet and an arc of 1.76 feet subtended by a chord, (7) North 63° 38' 30" East, 1.76 feet, to the place and point of beginning.

CONTAINING 0.1998 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, in November, 1984.

PARCEL 3B
0.9135 ACRES

BEGINNING for the same at a point on the westernmost side of Governor Ritchie Highway, said point of beginning being North 69° 24' 01" West, 922.53' from the southwesterly corner of the property of Robert L. Pumphrey as recorded among the land records of Anne Arundel County, Maryland, in Liber 843 at Folio 356, thence departing said common line and running through a portion of the Developer parcel with meridian referred to Maryland State Grid North, (1) South 36° 23' 06" East, 543.27 feet, to intersect the common line between the May parcel and the Developer parcel, said common line being the North 12° 31' 44" East, 216.00 foot line of said May parcel, thence running reversely with part of said line, (2) South 12° 31' 44" West, 87.56 feet, thence departing said common line and running through the Developer parcel, (3) North 36° 23' 06" West, 636.72 feet, to intersect the common line between the Macy parcel and the Developer parcel, thence reversely with part of said line, (4) North 45° 00' 00" East, 56.96 feet, (5) South 25° 00' 00" East, 48.30 feet, (6) North 45° 00' 00" East, 19.44 feet, to the place and point of beginning.

CONTAINING 0.9135 acres, more or less, as now described by Dewberry and Davis, Registered Professional Land Surveyors, in November, 1984.

Record Owner: TKL - EAST
200 East Long Island Road
P.O. Box 200
Bloomfield Hills, Michigan 48303

ANNEX X

MARYLAND TAX CALCULATIONS:

COLLATERAL INFORMATION:

Total Indebtedness secured: \$2,000,000

Total Value of all Collateral (wheresoever located):

Insurance Proceeds: \$1,229,000
 Equipment, Fixtures, etc.: \$5,519,689
 Total: \$6,748,689

Total Value of Collateral in each county:

Anne Arundel County: \$ 41,389
 Baltimore City: \$ 47,799
 Howard County: \$ 14,979
 Total: \$104,167

Tax Rate per \$500 of
 Indebtedness secured:
 \$3.50
 \$2.75
 \$2.50

ALLOCATIONS:

Anne Arundel County:

$$\frac{41,389}{6,748,689} \times 2,000,000 = \$12,265.79 \text{ (round up to nearest 500):}$$

$$(12,500 \times \$3.50) \text{ divided by } 500 = \underline{\$87.50}$$

Baltimore City:

$$\frac{47,799}{6,748,689} \times 2,000,000 = \$14,165.42 \text{ (round up to nearest 500):}$$

$$(14,500 \times \$2.75) \text{ divided by } 500 = \underline{\$79.75}$$

Howard County:

$$\frac{14,979}{6,748,689} \times 2,000,000 = \$4,439.08 \text{ (round up to nearest 500):}$$

$$(4,500 \times \$2.50) \text{ divided by } 500 = \underline{\$22.50}$$

TOTAL TAX DUE: \$189.75

NF:TKF:-3.56

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
Name(s) Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Address(es) 1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, M/S 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above. RECORD FEE 10.00
POSTAGE .50

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.) #270720 0263 R01 T10:36
12/27/91

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. MARY M. ROSE
AA CO. CIRCUIT COURT

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

SECURED PARTY
Maryland National Bank
By J. L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10-50

Being known and designated as Lot 2 in Block P as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277047 recorded in
Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input checked="" type="checkbox"/> RELEASE. (Partial XXXX) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	See Exhibit A attached and made a part hereof.

RECORD FEE 10.00
POSTAGE .50
#270730 0263 R01 110:37
12/27/91
ROSE
CO. CLERK COURT

9. SIGNATURES.

_____	SECURED PARTY
_____	Maryland National Bank
_____	By <u>Jennifer L. Mertaugh</u>
_____	Jennifer L. Mertaugh, Const. Finance Officer
_____	(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105



EXHIBIT A

BOOK 575 PAGE 513

Being known and designated as Lot 2 in Block P as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S): Crofton Meadows Joint Venture
 Name(s) c/o W. F. Utz Construction Co., Inc.
 1511 Ritchie Highway, Suite 105
 Address(es) P. O. Box 9687
 Arnold, Maryland 21012

2. SECURED PARTY:
 Name Maryland National Bank
 10 Light Street, M/S 021901
 Address Construction Finance Unit
 Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 See Exhibit A attached and made a part hereof.

RECORD FEE 10.00
 POSTAGE .50
 270740 0263 R01 T10:37
 12/27/91
 ROSE
 PA CO. DISTRICT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Const. Finance Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

10
 80

EXHIBIT A

BOOK 575 PAGE 515

Being known and designated as Lot 2 in Block P as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277047 recorded in
Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
Name(s) Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Address(es) 1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, M/S 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
See Exhibit A attached and made a part hereof.

RECORD FEE 10.00
POSTAGE .50
#270750 0263 R01 T10:37
12/27/91
ROSE
CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105
5

EXHIBIT A

BOOK 575 PAGE 517

Being known and designated as Lot 4 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1843 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S): Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Name(s) 1511 Ritchie Highway, Suite 105
Address(es) P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, M/S 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. POSTAGE .50

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. M274740 0263 801 110:37
12/27/91

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.) MARY M. ROSE
AA CO. CIRCUIT COURT

7. RELEASE. (Partial ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

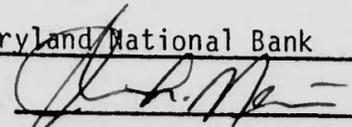
8.
See Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By 
Jennifer L. Mertaugh, Const. Finance Officer

(Type, Name and Title)

10-50



EXHIBIT A

BOOK 575 PAGE 519

Being known and designated as Lot 4 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1843 Whites Ferry Place.



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S): Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Name(s) 1511 Ritchie Highway, Suite 105
P. O. Box 9687
Address(es) Arnold, Maryland 21012

2. SECURED PARTY:
Maryland National Bank
Name 10 Light Street, M/S 021901
Construction Finance Unit
Address Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. POSTAGE .50

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. M270800 C263 R01 T10:39
12/27/91
MARY M. ROSE

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.) M.D. DISTRICT COURT

7. RELEASE. (Partial ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10-50

Being known and designated as Lot 4 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1843 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 277046 recorded in
 Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	RECORD FEE 10.00
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	POSTAGE .50
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	#270810 0263 001 T10:39 12/27/91
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	MARY M. POSE COURT
7. <input checked="" type="checkbox"/> RELEASE. (Partial XXXX From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8. Exhibit A attached and made a part hereof.	

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By Jennifer L. Mertaugh
 Jennifer L. Mertaugh, Const. Finance Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

105

EXHIBIT A

BOOK 575 PAGE 523

Being known and designated as Lot 2 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S): Crofton Meadows Joint Venture
c/o W. F. Utz Construction Co., Inc.
Name(s) 1511 Ritchie Highway, Suite 105
Address(es) P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, M/S 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00
POSTAGE .50

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 12/27/91

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. ROSE
COURT

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

105
30



EXHIBIT A

BOOK 575 PAGE 525

Being known and designated as Lot 2 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012
Name(s)	
Address(es)	
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202
Name	
Address	
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/>	CONTINUATION. The original Financing Statement referred to above is still effective.
4. <input type="checkbox"/>	TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/>	ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/>	AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. <input checked="" type="checkbox"/>	RELEASE. (Partial XXXX From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	Exhibit A attached and made a part hereof.

10.00
.50
12/27/91
MARY H. ROSE
CIRCUIT COURT

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

105



EXHIBIT A

Being known and designated as Lot No. 2 in Block ^{BOOK 575} ~~S~~ ^{PAGE 527} shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1817 Whites Ferry Place.

Being known and designated as Lot No. 4 in Block S as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1821 Whites Ferry Place.

Being known and designated as Lot No. 5 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1845 Whites Ferry Place.

Being known and designated as Lot No. 6 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1847 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 277047 recorded in
 Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/>	CONTINUATION. The original Financing Statement referred to above is still effective.
4. <input type="checkbox"/>	TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/>	ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/>	AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. <input checked="" type="checkbox"/>	RELEASE. (Partial XX PART) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	See Exhibit A attached and made a part hereof.

RECORD FEE 10.00
 POSTAGE .50
 12/27/91
 MARY. N. ROSE
 AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By J. L. Mertaugh
 Jennifer L. Mertaugh, Const. Finance Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

1055



EXHIBIT A

BOOK 575 PAGE 529

Being known and designated as Lot No. 2 in Block S as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1817 Whites Ferry Place.

Being known and designated as Lot No. 4 in Block S as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1821 Whites Ferry Place.

Being known and designated as Lot No. 5 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1845 Whites Ferry Place.

Being known and designated as Lot No. 6 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1847 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
 Name(s) Mandrin Construction Co., Inc.
8174 Ritchie Highway
 Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, 021901
Construction Finance Unit
 Address Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

RECORD FEE 10.00
POSTAGE .50
REGISTERED 223 R01 110:40
12/27/91
M. ROSE
AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105
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Being known and designated as Lot No. 31-C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5 being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8026 Pine Ridge Road

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
 Name(s) Atlantic Utilities, Inc.
 Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, 021901
 Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

RECORD FEE 10.00
.50
NOV 12 10:41
12/27/91
MARY M. ROSE
CREDIT COURT

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10-50



EXHIBIT A

BOOK 575 PAGE 533

Being known and designated as Lot No. 31-C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5 being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8026 Pine Ridge Road



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Atlantic Utilities
Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 6. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
.50
RECORDED 0263 R01 710:42
12/27/91
ROSE
AA CO. CIRCUIT COURT

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10
50

EXHIBIT A

BOOK 575 PAGE 535

Being known and designated as Lot No. 31-C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5 being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8026 Pine Ridge Road

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Atlantic Utilities
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
STAMPAGE .50
RECORDED BOOKS 001 71043
12/27/91
ROSE
AN CO. CIRCUIT COURT

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By J. L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105
80

EXHIBIT A

Being known and designated as Lot No. 52 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5 being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8004 Pine Barren Court.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
 Name(s) Atlantic Utilities
 Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, 021901
 Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. POSTAGE .50

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. #276900 0245 R01 T10:43
12/27/91

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.) MARY N. ROSE
OF THE CIRCUIT COURT

7. RELEASE. (Partial or XXXXX) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

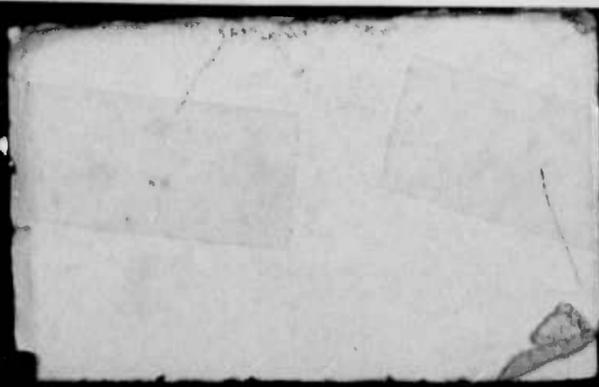
By J. L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

105
52



Being known and designated as Lots No. 23, 24, 51, 65, 66 and 71 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

- Lot 23 - 7850 Dero Drive
- Lot 24 - 7846 Dero Drive
- Lot 51 - 8005 Pine Barren Court
- Lot 65 - 319 Nature Walk Lane
- Lot 66 - 321 Nature Walk Lane
- Lot 71 - 331 Nature Walk Lane

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Mandrin Construction Co., Inc.
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial ~~XXXXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
NOTARIAL FEE \$ RO1 T10:43
12/27/91
ROSE
CIRCUIT COURT

8.
Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

105
5

Being known and designated as Lots No. 23, 24, 51, 65, 66 and 71 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

- Lot 23 - 7850 Dero Drive
- Lot 24 - 7846 Dero Drive
- Lot 51 - 8005 Pine Barren Court
- Lot 65 - 319 Nature Walk Lane
- Lot 66 - 321 Nature Walk Lane
- Lot 71 - 331 Nature Walk Lane

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):
 Name(s) Atlantic Utilities, Inc.
 Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, 021901
 Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

RECORD FEE 10.00
POSTAGE .50
#270920 0203 R01 T19:46
12/27/91
ROSE
AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By J. L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1050



EXHIBIT A

Being known and designated as Lots No. 23, 24, 51, 65, 66 and 71 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 23 - 7850 Dero Drive
Lot 24 - 7846 Dero Drive
Lot 51 - 8005 Pine Barren Court
Lot 65 - 319 Nature Walk Lane
Lot 66 - 321 Nature Walk Lane
Lot 71 - 331 Nature Walk Lane

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.

1. DEBTOR(S):

Name(s) Atlantic Utilities, Inc.
Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
281553 0261 R01 T10:47
12/27/91
ROSE
COURT

8. Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105
02

Being known and designated as Lot No. 52 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8004 Pine Barren Court.



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S): Crofton Meadows Joint Venture
 Name(s) c/o W. F. Utz Construction Co., Inc.
 1511 Ritchie Highway, Suite 105
 Address(es) P. O. Box 9687
 Arnold, Maryland 21012

2. SECURED PARTY:
 Name Maryland National Bank
 10 Light Street, M/S 021901
 Address Construction Finance Unit
 Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. *FEE 10.00*

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. *.50*

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. *#270940 1263 R01 T10:47 12/27/91*

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.) *MARY M. ROBE AA CO. CIRCUIT COURT*

7. RELEASE. (Partial ~~XXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 See Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

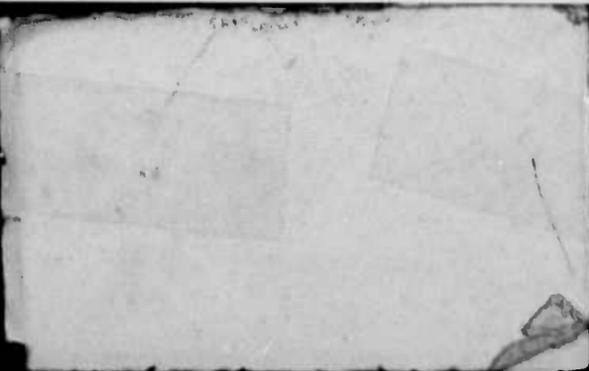
SECURED PARTY

Maryland National Bank

By *Jennifer L. Mertaugh*

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

10-50



Being known and designated as Lot No. 2 in Block S as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1817 Whites Ferry Place.

Being known and designated as Lot No. 4 in Block S as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1821 Whites Ferry Place.

Being known and designated as Lot No. 5 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1845 Whites Ferry Place.

Being known and designated as Lot No. 6 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 25. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1847 Whites Ferry Place.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277047 recorded in
Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S): Crofton Meadows Joint Venture
Name(s) c/o W. F. Utz Construction Co., Inc.
Address(es) 1511 Ritchie Highway, Suite 105
P. O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
Address 10 Light Street, M/S 021901
Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

RECORD FEE 10.00
STAMP .50
101 T10:47
12/27/91
RDSE
AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105

Being known and designated as Lot 2 in Block T as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 27. Being in the 2nd Election District of Anne Arundel County. The improvements thereon being known as 1839 Whites Ferry Place.



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Mandrin Construction Co., Inc.
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial ~~XXXXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#270860 0268 RO1 T10:47
12/27/91
MARY M. ROSE
COURT

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *Jennifer L. Mertaugh*

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1055



Being known and designated as Lot No. 52 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as 8004 Pine Barren Court.



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Pan Am Express, Inc.
Northeast Philadelphia Airport
Grant Avenue & Ashton Road
Philadelphia, PA 19114

2. Secured Party(ies) and address(es)
Irving Leasing Corporation
1290 Avenue of the Americas
New York, New York 10104

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#303780 C489 R02 T13:58
12/27/91

MARY M. ROSE
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 271593 BK 523 Pg 33
Filed with Anne Arundel Cty., Md. Date Filed February 8, 1988

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

~~1096~~ — (5)

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
52 JAMES ST.
ALBANY N.Y. 12207

N173RA, N174RA & N175RA

No. of additional Sheets presented:

Pan Am Express, Inc.

Irving Leasing Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

1000
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11.50

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 11.00
 POSTAGE .50
 #303910 C489 R02 T14-10
 12/27/91
 MARY M. ROSE
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s):

Address(es):

James B. Bird

44 Poplar Point Road
Edgewater, MD

6. Secured Party:

AMERICAN SECURITY BANK, N.A.
Attention: LDRU 250603

Address: c/o Commercial Loan Documentation Review Unit
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors:

By: X [Signature] (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Return To: _____ (Seal) _____ (Seal)

LSU Team 2 Mailstop 250625

Maryland National Bank

100 S. Charles Street _____ (Seal) _____ (Seal)

Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.



SCHEDULE A

This Schedule A is attached to and made a part of a Collateral Pledge Agreement by and between American Security Bank, N.A. and James B. Bird

Security Trust Company, N.A. Trust Account # 707650 in the name of James B. Bird

Return To:
LSU Team 2 Mallstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201



FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____.

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 11.00

POSTAGE .50

5. Debtor(s) Name(s):

Address(es):

JB FORCE 3, INC.

44 POPLAR POINT ROAD
EDGEWATER, MD.

#303920 C489 R02 T14:11
12/27/91
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party:

AMERICAN SECURITY BANK, N.A.
Attention: LDRU 250603

Address: c/o Commercial Loan Documentation Review Unit
100 S. Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

JB

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

JB

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: FORCE 3, INC., BY:

X *James B. Bird* (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

1100



285320

TO BE FILED WITH ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

RECORD FEE 14.00
POSTAGE .50
#305440 C489 R02 T10:02
12/30/91

MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: E.L. SMITH BUILDERS, INCORPORATED
CATTAIL ASSOCIATES, INC.
P.O. Box 155
Severna Park, MD 21146
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401



3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

14⁰⁰/₅₀

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

E.L. SMITH BUILDERS,
INCORPORATED

By: [Signature] PRES. (SEAL)
Edward L. Smith, President

Secured Party:

BANK OF ANNAPOLIS

By: [Signature] (SEAL)
~~STEVEN G. TYLER, Agent~~
Matthew S. Evans, Jr., Agent

CATTAIL ASSOCIATES, INC.

By: [Signature] (SEAL)
W. KENT STON, President

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

BOOK 575 PAGE 558

BEING KNOWN AND DESIGNATED as Lot 5 as shown on the plat entitled, "Administrative Plat, FAIROAKS LANDING", and recorded among the Land Records of Anne Arundel County, Maryland in Liber 131, folio 18. THE improvements being known as No. 262 Oak Landing Way.

smith.exe b005.145

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 575 PAGE 559

Identifying File No.

285321

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,863,000

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Acton Cable Partnership

Address 4600 Marriott Drive, Suite 200, Raleigh, North Carolina 27612

2. SECURED PARTY

Name Greyhound Financial Corporation

Address Dial Tower/Dial Corporate Center, Phoenix, Arizona 85077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's machinery, equipment, fixtures and inventory, accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, and all proceeds thereof, as more fully set forth on Exhibit A attached hereto and made a part hereof.

Filed with the Maryland Secretary of State

~~Debtor is a transmitting utility~~

RECORD FEE 29.00

RECORD TAX 76041.00

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) .50

#272490 C263 R01 T13118

12/30/91

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

MARY M. ROSE



CIRCUIT COURT

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Acton Cable Partnership

(Signature of Debtor)

By: Acton Corporation, general partner

Type or Print Above Name on Above Line

By: PAUL H. ALBRITTON, JR.

(Signature of Debtor)

Title: Exec. Vice President

Type or Print Above Signature on Above Line

N/A

(Signature of Secured Party)

Type or Print Above Signature on Above Line

29-761041-50

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Cable Partnership
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

2.1 All of Debtor's machinery, equipment, fixtures and inventory, wherever located, including, but not limited to, all machinery, equipment, fixtures and inventory of every kind and description comprising, belonging to or used in connection with the operation of Borrower's Business (collectively, the "Tangible Collateral");

2.2 All of Debtor's accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, including, but not limited to, all permits, licenses and franchises heretofore or hereafter granted to Debtor for the operation and ownership of Borrower's Business (excluding, however, licenses, authorizations and permits issued by the FCC or any other Governmental Body to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses, authorizations and permits, but including, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of such licenses, authorizations and permits), and all income tax refunds, copyrights, patent rights, trademarks, trade names, trade styles, goodwill, going concern value, franchises, call letters, programming agreements, the Management Agreement and the System Assets Use Agreement (collectively, the "Intangible Collateral");

2.3 All proceeds (including proceeds of insurance, eminent domain and other governmental takings and tort claims) and products of the Property described in Sections 2.1 and 2.2 above; and

2.4 All of the books and records pertaining to the Property described in Sections 2.1, 2.2 and 2.3 above.

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Cable Partnership
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

2.1 All of Debtor's machinery, equipment, fixtures and inventory, wherever located, including, but not limited to, all machinery, equipment, fixtures and inventory of every kind and description comprising, belonging to or used in connection with the operation of Borrower's Business (collectively, the "Tangible Collateral");

2.2 All of Debtor's accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, including, but not limited to, all permits, licenses and franchises heretofore or hereafter granted to Debtor for the operation and ownership of Borrower's Business (excluding, however, licenses, authorizations and permits issued by the FCC or any other Governmental Body to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses, authorizations and permits, but including, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of such licenses, authorizations and permits), and all income tax refunds, copyrights, patent rights, trademarks, trade names, trade styles, goodwill, going concern value, franchises, call letters, programming agreements, the Management Agreement and the System Assets Use Agreement (collectively, the "Intangible Collateral");

2.3 All proceeds (including proceeds of insurance, eminent domain and other governmental takings and tort claims) and products of the Property described in Sections 2.1 and 2.2 above; and

2.4 All of the books and records pertaining to the Property described in Sections 2.1, 2.2 and 2.3 above.

Return to:
Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

AFFIDAVIT

The undersigned, Paul H. Albritton, Jr., being the Executive Vice President of Acton Corporation, a Delaware corporation, certifies to the Clerk of the Circuit Court for Anne Arundel County, Maryland, under penalties of perjury as follows:

1. Acton Corporation is the 99.5% general partner in Acton Cable Partnership, a Maryland general partnership (the "Partnership").
2. The Partnership is borrowing the amount of \$30,000,000 from Greyhound Financial Corporation (the "Loan").
3. The Loan will be secured by a mortgage on certain real property located in Anne Arundel County as well as financing statements covering certain tangible and intangible personal property located in Anne Arundel County and owned by the Partnership. The real estate and tangible assets are subject to an intangible contract between the Partnership and the holder of a cable franchise in Anne Arundel County, whereby the Partnership provides the use of the real estate and tangible assets in return for a portion of the revenues generated by the operations of the cable franchise during its term. The total value of all the collateral for the Loan has been determined to be \$ 58,000,000 by discounting at an annual rate of 10% the net cash flows expected to be received by the Partnership during the remaining life of the cable franchise.

4. The value of the real property consisting of land and improvements as described in a deed by which title was conveyed from Acton Corporation to Acton Cable Partnership, based on the full current value of the property as reported in the real property tax records of SDAT, is \$304,000.

5. According to the records of Acton Corporation, the value of the relevant tangible personal property in Anne Arundel County is \$21,000,000, based on the book value before depreciation as of September 30, 1991, adjusted as follows:

Capitalized construction costs	\$ 14,570,561
Converters	919,536
Capitalized taps	3,364,845
Other CATV equipment	1,034,329
Leasehold improvements, vehicles furniture, fixtures, equipment	<u>798,707</u>
Total as of 9/30/91	20,687,978
Estimated additions since 9/30/91	<u>300,000</u>
Total 12/30/91	\$ 20,987,978
Round to	<u>\$ 21,000,000</u>

6. For the purpose of computing the recordation taxes on the loan referred to above, the following allocations have been made based on the information described above:

A. Mortgage encumbering the real property:

Under the terms of the Mortgage, the principal amount of the debt secured has been limited to \$304,000.00 Under Section 12-103(a) of the Tax-Property Article, the recordation tax will be computed on this amount. This tax will be \$2,128.

B. Financing statement on tangible personal property:

Value of the non-exempt personal property = \$21 Million = 36.21%
Value of all collateral \$58 Million

36.21% x \$30,000,000 = \$10,863,000

Recordation tax calculation:

\$10,863,000 x 0.7% [A.A. Co. Rec. tax rate] = \$76,041

IN WITNESS WHEREOF, this certificate is made this 29th day of December 1991.

WITNESS:

[Signature]

[Signature]
Paul H. Albritton, Jr.

Before me, on this 29th day of December, 1991, the undersigned notary public of the State of ILLINOIS appeared Paul H. Albritton, Jr., Executive Vice President of Acton Corporation, who swore under penalty of perjury that to his best information and belief the statements and information in the foregoing affidavit are truthful and correct.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

3/17/92



EXHIBIT TO AFFIDAVIT OF PAUL H. ALBRITTON, JR. TO CLERK OF CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY, MARYLAND

BOOK 575 PAGE 565

ANNUAL PERIOD	TOTAL EXPECTED CASH FLOWS	DISCOUNTED AT 10% PER ANNUM
12/31/92	1,082,083	983,712
12/31/93	1,388,580	1,147,587
12/31/94	2,179,846	1,637,751
12/31/95	2,492,318	1,702,287
12/31/96	3,436,220	2,133,622
12/31/97	4,280,025	2,415,962
12/31/98	8,847,006	4,539,913
12/31/99	14,028,515	6,544,406
12/31/00	15,166,002	6,431,865
12/31/01	15,778,776	6,083,401
12/31/02	16,421,966	5,755,799
12/31/03	17,097,429	5,447,768
12/31/04	17,806,666	5,157,957
12/31/05	18,551,364	4,885,154
8/31/06	12,895,309	3,173,587
TOTAL	\$151,452,105	\$58,040,771
ROUND TO		\$58,000,000

The above sets forth the methodology used by me to determine the value of the total collateral based upon my experience as a Certified Public Accountant and in my capacity as the Executive Vice President of Acton Corporation.

WITNESS:

[Signature]

[Signature]
Paul H. Albritton, Jr.

Before me, on this 30th day of December, 1991, the undersigned notary public of the State of Illinois appeared Paul H. Albritton, Jr., Executive Vice President of Acton Corporation, who swore under penalty of perjury that to his best information and belief the statements and information on this Exhibit to the referenced affidavit are truthful and correct.

(SEAL)



[Signature]

Notary Public

My Commission Expires:

Oct 3, 1992

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

285322

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Acton Cable Investors, Inc.

Address 4600 Marriott Drive, Suite 200, Raleigh, North Carolina 27612

2. SECURED PARTY

Name Greyhound Financial Corporation

Address Dial Tower/Dial Corporate Center, Phoenix, Arizona 85077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in and to the general partnership interests of Debtor in Acton Cable Partnership, a Maryland general partnership, as more fully set forth on Exhibit A attached hereto and made a part hereof.

Filed with the Secretary of State of Maryland

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) RECORDING FEE 13.00

POSTAGE .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) #272500 0363 R01 T13:19 12/30/91

BL CLERK

MARY M. ROSE

AA CO. CIRCUIT COURT

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

13-50

(Signature of Debtor)
Acton Cable Investors, Inc.

Type or Print Above Name on Above Line
By PAUL H. ALBRITTON, JR.
(Signature of Debtor)

Title: Executive President
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line



EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Cable Investors, Inc.
c/o Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

Partnership Interests: all right, title and interest of Debtor in and to all of the partnership interests of Acton Cable Partnership (the "Borrower"), including, without limitation, all rights of management with respect to Borrower, all profits, losses, capital accounts and distributions and other amounts or additional interests to which Debtor or any successor in interest to Debtor (with or without additional consideration) is or becomes entitled by virtue of Debtor's ownership of any of such partnership interests, and all other rights arising under that certain Partnership Agreement, dated as of December 30, 1991, executed by and between Debtor and Acton Corporation.

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Cable Investors, Inc.
c/o Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

Partnership Interests: all right, title and interest of Debtor in and to all of the partnership interests of Acton Cable Partnership (the "Borrower"), including, without limitation, all rights of management with respect to Borrower, all profits, losses, capital accounts and distributions and other amounts or additional interests to which Debtor or any successor in interest to Debtor (with or without additional consideration) is or becomes entitled by virtue of Debtor's ownership of any of such partnership interests, and all other rights arising under that certain Partnership Agreement, dated as of December 30, 1991, executed by and between Debtor and Acton Corporation.

Return to:
Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

FINANCING STATEMENT FORM UCC-1

285323

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name North Arundel CATV, Inc.
c/o Acton Corporation
Address 4600 Marriott Drive, Suite 200, Raleigh, North Carolina 27612

2. SECURED PARTY

Name Greyhound Financial Corporation
Address Dial Tower/Dial Corporate Center, Phoenix, Arizona 85077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, as more fully set forth on Exhibit A attached hereto and made a part hereof.

RECORD FEE 13.00

EXHIBIT A .50

#272510 0263 R01 713:20

12/30/91

Filed with the Maryland Secretary of State

MARY M. ROSE

AA CO. CIRCUIT COURT

~~DEBTOR'S ACCOUNTS CONTRACT RIGHTS~~

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)



13
50

(Signature of Debtor)

North Arundel CATV, Inc.

Type or Print Above Name on Above Line

By: Paul H. Albritton, Jr.
(Signature of Debtor)

Title: Vice President
Type or Print Above Signature on Above Line

N/A

(Signature of Secured Party)

Type or Print Above Signature on Above Line

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

North Arundel CATV, Inc.
c/o Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

2.1 Accounts, Etc. All of Debtor's accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, including, but not limited to, all permits, licenses and franchises heretofore or hereafter granted to Debtor for the operation and ownership of Debtor's Business (excluding, however, licenses, authorizations and permits issued by the FCC or any other Governmental Body to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses, authorizations and permits, but including, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of such licenses, authorizations and permits), and all income tax refunds, copyrights, patent rights, trademarks, trade names, trade styles, goodwill, going concern value, franchises, call letters, programming agreements, pole attachment agreements, the Management Agreement and the System Assets Use Agreement (collectively, the "Intangible Collateral");

2.2 Proceeds. All proceeds (including proceeds of insurance, eminent domain and other governmental takings and tort claims) and products of the Property described in Section 2.1 above; and

2.3 Books and Records. All of the books and records pertaining to the Property described in Sections 2.1 and 2.2 above.

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

North Arundel CATV, Inc.
c/o Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

2.1 Accounts, Etc. All of Debtor's accounts, contract rights, leases, chattel paper, instruments, documents and general intangibles, including, but not limited to, all permits, licenses and franchises heretofore or hereafter granted to Debtor for the operation and ownership of Debtor's Business (excluding, however, licenses, authorizations and permits issued by the FCC or any other Governmental Body to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses, authorizations and permits, but including, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of such licenses, authorizations and permits), and all income tax refunds, copyrights, patent rights, trademarks, trade names, trade styles, goodwill, going concern value, franchises, call letters, programming agreements, pole attachment agreements, the Management Agreement and the System Assets Use Agreement (collectively, the "Intangible Collateral");

2.2 Proceeds. All proceeds (including proceeds of insurance, eminent domain and other governmental takings and tort claims) and products of the Property described in Section 2.1 above; and

2.3 Books and Records. All of the books and records pertaining to the Property described in Sections 2.1 and 2.2 above.

Return to:
Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

285324

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Acton Corporation
Address 4600 Marriott Drive, Suite 200, Raleigh, North Carolina 27612

2. SECURED PARTY

Name Greyhound Financial Corporation
Address Dial Tower/Dial Corporate Center, Phoenix, Arizona 85077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in and to the general partnership interests of Debtor in Acton Cable Partnership, a Maryland general partnership, as more fully set forth on Exhibit A attached hereto and made a part hereof.

RECORD FEE 13.00
POSTAGE .50
#272520 0263 R01 T13:21
12/30/91

Filed with the Maryland Secretary of State

~~Debtor's transactions with Debtor~~

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) MARY M. ROSE
AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) BL
CLERK

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

13-55

(Signature of Debtor)

Acton Corporation

Type or Print Above Name on Above Line
By: PAUL H. ALDRITTON, JR.
Paul H. Aldritton, Jr.
(Signature of Debtor)

Title: Exec Vice President
Type or Print Above Signature on Above Line

N/A
(Signature of Secured Party)

Type or Print Above Signature on Above Line



EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

Partnership Interests: all right, title and interest of Debtor in and to all of the partnership interests of Acton Cable Partnership (the "Borrower"), including, without limitation, all rights of management with respect to Borrower, all profits, losses, capital accounts and distributions and other amounts or additional interests to which Debtor or any successor in interest to Debtor (with or without additional consideration) is or becomes entitled by virtue of Debtor's ownership of any of such partnership interests, and all other rights arising under that certain Partnership Agreement, dated as of December 30, 1991, executed by and between Debtor and Acton Cable Investors, Inc.

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtor

Acton Corporation
4600 Marriott Drive
Suite 200
Raleigh, North Carolina 27612

Secured Party

Greyhound Financial Corporation
Dial Tower/Dial Corporate Center
Phoenix, Arizona 85077

Partnership Interests: all right, title and interest of Debtor in and to all of the partnership interests of Acton Cable Partnership (the "Borrower"), including, without limitation, all rights of management with respect to Borrower, all profits, losses, capital accounts and distributions and other amounts or additional interests to which Debtor or any successor in interest to Debtor (with or without additional consideration) is or becomes entitled by virtue of Debtor's ownership of any of such partnership interests, and all other rights arising under that certain Partnership Agreement, dated as of December 30, 1991, executed by and between Debtor and Acton Cable Investors, Inc.

Return to:
Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

TO BE RECORDED IN THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY
RECORDATION TAX PAID (IF DUE) TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 575 PAGE 575

285325

FINANCING STATEMENT

1. Name & Address of Debtor: STONEY HAVEN JOINT VENTURE
405 Maple Lane, N.W.
Glen Burnie, Maryland 21061

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot No. 12R, Green Haven Subdivision, 7712 Grace Avenue, Pasadena, Maryland 21122, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot No. 12R, Green Haven Subdivision, 7712 Grace Avenue, Pasadena, Maryland 21122, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

13.00

.50

12/30/91

(b) Proceeds of all collateral are covered.

MARY H. ROSE

AA CO. CIRCUIT COURT

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

BL
CLERK

135
5

Debtors:

STONEY HAVEN JOINT VENTURE

BY: MAPLE LEAF CONSTRUCTION,
INC., Joint Venturer

BY: Barbara A. Hussey, President
BARBARA A. HUSSEY, President

Secured Party:

BANK OF ANNAPOLIS BOOK 575 PAGE 576

BY: Steven G. Tyler, Agent
AGENT

BY: HOMES BY ANGE, INC., Joint
Venturer

BY: Mark F. Ange, President
MARK F. ANGE, President

EXHIBIT "A"

BOOK 575 PAGE 577

ALL that lot or parcel of ground situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 12R, as shown on a plat entitled "2nd Revision GREEN HAVEN SUBDIVISION, a Resubdivision of Armiger Addition, Sec. A, Lots 1-39, Block A, Plat Book 117, folio 4", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 118, page 50.

BEING a part of the same property which by deed dated February 13, 1989, and recorded among the Land Records of Anne Arundel County in Liber 5028, folio 345, was granted and conveyed by PILLI DEVELOPMENT CO., INC., a Maryland Corporation, unto STONEY HAVEN JOINT VENTURE, a Maryland Joint Venture.

STATE OF MARYLAND

BOOK 575 PAGE 578

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281840

RECORDED IN LIBER _____ FOLIO _____ ON 12/3/91 (DATE)

1. ~~DEBTOR~~ Consignee

Name THE GORDON JEWELRY CORPORATION
Address 901 W. Walnut Hill Lane
Irving, TX 75038

2. ~~SECURED PARTY~~ Consignor

Name ORIGINAL DESIGNS/FAMOR, INC.
Address 44-40 11th Street
Long Island City, NY 11101

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
<p>1. The name of Consignee is amended to read as follows: Gordon Jewelry Corporation</p> <p>2. The description of property covered by the Original Financing Statement is amended to read in its entirety as follows: See Schedule A attached hereto and made a part hereof.</p>	

RECORD FEE 10.00
POSTAGE .50
8523150 C503 R04 T13:26
12/31/91

BL CLERK

Filed with: Anne Arundel County, MD

[Signature]
BETTINA S. SOLOMON
ASSISTANT CLERK
(Signature of Consignee)

GORDON JEWELRY CORPORATION

Dated _____

18421/1009M2-15

[Signature] R.A. Jernon Jr.
VP.
(Signature of ~~SECURED PARTY~~ Consignor)
ORIGINAL DESIGNS/FAMOR, INC.
Type or Print Above Name on Above Line

**SCHEDULE A TO AMENDMENT TO FINANCING STATEMENT
BY ORIGINAL DESIGNS/FAMOR, INC. (Consignor"),
AGAINST
GORDON JEWELRY CORPORATION ("Consignee")**

This financing statement is filed as a memorandum of a consignment transaction, under the terms of an Agreement dated November 21, 1991 (as amended, restated, supplemented or otherwise modified from time to time) between ORIGINAL DESIGNS/FAMOR, INC., as Consignor, and GORDON JEWELRY CORPORATION, as Consignee, covering 10kt and 14kt gold and diamond jewelry bearing the trademark ODI*, which may at any time now or hereafter be consigned or delivered by Consignor to or for the account of Consignee.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Douglas A. Finnegan, M.D., P.A.
16 Murray Avenue, Suite 304, Annapolis, MD 21401

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- Receivables, including after acquired, and proceeds.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: July 26, 2001

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 15,000

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: Charles E. Ruch

Charles E. Ruch, Vice President
(Type Name and Title)

DEBTOR:

Douglas A. Finnegan, M.D., P.A. 12.00

BY: Douglas A. Finnegan 105.00

Douglas A. Finnegan POSTAGE .50

3072840 2803 R04 T10:32

12/31/91

MARY H. ROSE

BL
CLERK

AA CO. CIRCUIT COURT

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

1200
105-00
105 5

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

R. J. Moore & Associates, Inc.
929 West Street, Suite 210
Annapolis, MD 21401

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof. 11.00
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc. .50
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____ #572050 C603 R04 T10:33

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ _____

12/31/91

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: Charles E. Ruch

Charles E. Ruch, Vice President
(Type Name and Title)

DEBTOR:

R. J. Moore & Associates, Inc.

BY: Robert J. Moore
Robert J. Moore, President

Roderic E. Ordway ^{KEP}
Roderic E. Ordway, Chief Operating Officer

BL
CLERK

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

11/20/91

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Baby Shop, Inc.
Address 574-C Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name Stephen P. Mayka, as Court appointed Disbursing Agent for the Creditors' Committee and Unsecured Creditors of Crib N' Cradle, Inc.
Address Lacy, Katzen, Ryen & Mittleman
130 East Main Street
Rochester, NY 14604
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment, fixtures, inventory, stock-in-trade, licenses, intangibles and other business assets and all proceeds, products, profits and replacements thereof and insurance policies and proceeds covering the same or arising therefrom.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50

THIS FILING IS NOT SUBJECT TO RECORDATION OR TRANSFER TAXES.



#593310 0603 R04 T14:19

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

12/31/91

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Baby Shop, Inc.

Joseph F. Crigger - Pres.
(Signature of Debtor)

Joseph F. Crigger, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)
Stephen P. Mayka as Court Appointed
Disbursing Agent
Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN LAND RECORDS X CHATTEL

For Filing Officer Use	
File No.
Date & Hour

FRANK SOFOCLEOUS
ATTORNEY AT LAW
RETURN TO: 706 SOUTH WASHINGTON STREET SECOND FLOOR
FALLS CHURCH, VIRGINIA 22046

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement #280067 Book 552, Page 202
Date of Filing 2/21/90 Record Reference
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PARK, Young Soon PARK, Ki Dong	t/a	Oriental Grocery and Gift 2620 Annapolis Rd, Unit D&E,	Severn,	MD 21144

Name of Secured Party or assignee	No.	Street	City	State
OK CORPORATION		1700 Green Meadow Court ,	Severn,	MD 21144

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER : ADDITIONAL DEBTORS: ALESHIRE, JR., Richard W.
and
ALESHIRE, Sun I.

RECORD FEE 10.00
POSTAGE .50
#307760 C489 R02 T10:13
01/02/92

t/a Oriental Grocery and Gift
2620 Annapolis Road
Unit D&E
Severn, MD 21144

MARY M. ROSE
CIRCUIT COURT



ADDITIONAL DEBTOR:

DEBTOR(S) OR ASSIGNOR(S)

Richard W. Aleshire, Jr.
RICHARD W. ALESHIRE, JR.

Sun I. Aleshire
SUN I. ALESHIRE

(Seal)
(Corporate, Trade or Firm Name)
OK CORPORATION

Signature of Secured Party or Assignee
By: Ok Kyong Chon

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Ok Kyong Chon
President

10.00
53

285329

BOOK 575 PAGE 584

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): McNelly Optical Company, Inc.
Address: 703 Giddings Avenue
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
All accounts receivable and inventory whether now owned or hereafter acquired.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#307910 C489 R02 T10:30
01/02/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Debtor(s):

Secured Party:

..... McNelly Optical Company, Inc.....

..... Annapolis Banking and Trust Company
(Type Name of Dealership)

by: *John A. Marshall*
John A. Marshall, President

By: *Charles E. Ruch, Jr.*
(Authorized Signature)
Charles E. Ruch, Jr.
Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

575-585 -

not used

Sh. be Land

1-2-92

BOOK 575 PAGE 586

TERMINATION, PARTIAL RELEASE,

to the Uniform Commercial Code.

PARTY(IES) AND ADDRESS(ES)

FORD MOTOR CREDIT COMPANY
110 MIDLOTHIAN TURNPIKE
P. O. BOX 36387
RICHMOND, VA 23235

Dated: 10-23-90

Party certifies that Party has assigned the name and shown below, Secured its under the financing bearing the file number above in the following:

D. Termination The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RECORD FEE 10.00
POSTAGE .50
#307940 C489 R02 T10:33
01/02/92
MARY H. ROSE
AA CO. CIRCUIT COURT



4. This transaction is exempt from the Recording Tax.

Filed with: A.A.

Dated: Dec 16, 1991

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
Assignee
By: E. Dunbar - Clerk

F M C C JUN 65 7288-M (MARYLAND ONLY)

10⁰⁰
10

[Signature] (SBR)
K and R Motors, Inc
(Print or Type Name)

[Signature] (SBR)
Cecelia R. Ash Commercial Banking Executive
(Print or Type Name)

11⁰⁰
11

BN-2403 A-8804

575-585

not used

Sh. be Land

1-2-92

AMG4

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Hohanson, Gerald D. Collinson, Maggie B 25 Collinson Lee Lane Edgewater, MD 21037	2. SECURED PARTY (IES) AND ADDRESS(ES) Assignee: FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA 23235
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 501 Page 240

3. This statement refers to original Financing Statement No. _____ Dated: 10-23-90

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00
 POSTAGE .50
 #307940 C489 R02 T10:33
 01/02/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT



4. This transaction is exempt from the Recording Tax.

Filed with: A.A.

Dated: Dec 16, 1991

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
 Assignee
 By: E. Dunbar - Clerk

F M C C JUN 65 7288-M (MARYLAND ONLY)

10⁰⁰ 10



285331

I hereby certify that I paid recordation tax in the amount of \$175.00 to Anne Arundel County, Maryland Clerk, Circuit Court for Anne Arundel County.

Karlee H Lee

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
K and R Motors, Inc.
6000 Ritchie Highway
 (Name)
Baltimore, Maryland 21225
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Cecelia R. Ash
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS located at 6000 Ritchie Highway, Baltimore, Maryland 21225

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00

POSTAGE .50

#308080 C489 R02 T11:00

01/02/92

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.



MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

 (Seal)
Karl L. Reiser
 (Signature)
K and R Motors, Inc
 (Print or Type Name)

 (Seal)
Cecelia R. Ash
 (Signature)
Cecelia R. Ash Commercial Banking Executive
 (Print or Type Name)

1100

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

MB 2839751

Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 276125 recorded in Liber 537, Folio 87 on January 23, 1989 (date).

1. DEBTOR(S):
 Name(s): John P. McKim
 Address(es): 220 West Street
Annapolis, Maryland 21401

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
 POSTAGE .50
 #308140 C489 R02 T11:03
 01/02/92
 MARY M. ROSE
 AA-ED. CIRCUIT COURT



9. DEBTOR:

SECURED PARTY:

~~Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., a national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990 approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.~~

MARYLAND NATIONAL BANK successor by merger to the

~~MARYLAND NATIONAL BANK, NATIONAL ASSOCIATION~~

Colleen O. Jurak
 Colleen O. Jurak
 Policy Officer

(Type Name and Title)

1000



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ZALE CORPORATION

Address 901 West Walnut Hill Lane, Irving, Texas 75038

SEE ATTACHED SCHEDULE "A" FOR ADDITIONAL NAMES AND ADDRESSES OF CONSIGNEES
SEE ATTACHED SCHEDULES "B" AND "C" FOR ADDITIONAL LOCATIONS OF CONSIGNEES

2. SECURED PARTY

Name COLOSSEUM INDUSTRIES, LTD.

Address 1212 Avenue of The Americas, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE "D" ATTACHED HERETO AND MADE A PART HEREOF

RECORD FEE 21.00
POSTAGE .50
#308150 C489 R02 T11:05
01/02/92



MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ZALE CORPORATION

(Signature of Debtor)

By: Bettina S. Solomon, Asst. Sec.
Type or Print Above Name on Above Line

COLOSSEUM INDUSTRIES, LTD.

(Signature of Secured Party)

(Signature of Debtor)
Type or Print Above Signature on Above Line

By: Juda Sarf, Vice President
Type or Print Above Signature on Above Line

2100
50

ANNE ARUNDEL CO., MD

SCHEDULE A
ATTACHED TO AND MADE A PART OF A UNIFORM
COMMERCIAL CODE FINANCING STATEMENT (UCC-1)

CONSIGNEES: ZALE CORPORATION, ZALE DELAWARE, INC.,
GORDON JEWELRY CORPORATION and
GORDON CONTEMPORARY STORES, INC.

CONSIGNOR: COLOSSEUM INDUSTRIES, LTD.

THIS FINANCING STATEMENT SHOULD BE INDEXED UNDER AND AGAINST
THE NAME AND ADDRESS OF EACH OF THE FOLLOWING ADDITIONAL
CONSIGNEES:

ZALE DELAWARE, INC.
901 WEST WALNUT HILL LANE
IRVING, TEXAS 75038
FEDERAL I.D. #75-2080834

By: BSS
Bettina S. Solomon, Asst. Secretary

GORDON JEWELRY CORPORATION
901 WEST WALNUT HILL LANE
IRVING, TEXAS 75038
FEDERAL I.D. #13-2899456

By: BSS
Bettina S. Solomon, Asst. Secretary

GORDON CONTEMPORARY STORES, INC.
901 WEST WALNUT HILL LANE
IRVING, TEXAS 75038
FEDERAL I.D. #76-0226678

By: BSS
Bettina S. Solomon, Asst. Secretary

SCHEDULE B
ATTACHED TO AND MADE A PART OF A UNIFORM
COMMERCIAL CODE FINANCING STATEMENT (UCC-1)

CONSIGNEES: GORDON JEWELRY CORPORATION and
GORDON CONTEMPORARY STORES INC.
CONSIGNOR: COLOSSEUM INDUSTRIES, LTD.

4453 B-17 Country Club Mall, Winchester and Vocke Road, LaVale, Maryland 21502
4420 177 Annapolis Mall, Annapolis, Maryland 21401
4218 Room 223 Security Square Mall, 6901 Security Blvd., Baltimore, Maryland 21207
4298 K-2 Reistertown Road Plaza, Reistertown Road & Patterson, Baltimore, Maryland 21215
4557 7754A Eastpoint Mall, Eastern Avenue & N. Point Blvd., Baltimore, Maryland 21244
4472 126 Hunt Valley Mall, 118 Shawn Road, Cockeysville, Maryland 21030
4471 1201 White Marsh Mall, 8200 Perry Hall Blvd., Parkville, Maryland 21236
4258 D6 Golden Ring Mall, 6400 Rossville Blvd., Rosedale, Maryland 21237
4577 163 Cranberry Mall, P.O. Box 869, Westminster, Maryland 21157
4559 H-3 Frederick Towne Mall, U.S. Rt. 40 East, Frederick, Maryland 21701
4855 2408 Columbia Mall, Columbia, Maryland 21044
4402 F14 Forest Village Park Mall, 3257 Donnell Drive, Forestville, Maryland 20747
4303 Prince George Mall, 3500 East West Highway, Hyattsville, Maryland 20782
4390 C5 Landover Mall, 2295 Bright Seat Rd., Landover, Maryland 20785
4377 Laurel Centre, 14906-B Washington Blvd., Laurel, Maryland 20707

SCHEDULE C
ATTACHED TO AND MADE A PART OF A UNIFORM
COMMERCIAL CODE FINANCING STATEMENT (UCC-1)

BOOK 575 PAGE 592

CONSIGNEES: ZALE CORPORATION (GUILD DIVISION)
CONSIGNOR: COLOSSEUM INDUSTRIES, INC.

-
- 2050 c/o Bailey, Banks & Biddle, 144 Annapolis Mall, Annapolis, Maryland 21401-3024
 - 2199 c/o Bailey, Banks & Biddle, Marley Station, 7900 Governor Ritchie Highway, Glen Burnie, Maryland 21061
 - 2187 c/o Bailey, Banks & Biddle, Owings Mills, 10300 Mill Run Circle #1101, Owings Mills, Maryland 21117
 - 2094 c/o Bailey, Banks & Biddle, 1081 White Marsh Mall, 8200 Perry Hall Boulevard, Baltimore, Maryland 21236-4901

SCHEDULE D
ATTACHED TO AND MADE A PART OF A UNIFORM
COMMERCIAL CODE FINANCING STATEMENT (UCC-1)

CONSIGNEES: ZALE CORPORATION, ZALE DELAWARE, INC.,
GORDON JEWELRY CORPORATION and
GORDON CONTEMPORARY STORES, INC.
CONSIGNOR: COLOSSEUM INDUSTRIES, LTD.

This financing statement covers the following types of property:

All 14 karat gold jewelry, including, but not limited to, chains, bracelets and earrings now or hereafter consigned and/or delivered by Consignor to or for the account of any of the Consignees at any stores, concessions and locations of Consignees or third parties, pursuant to a written consignment agreement, dated March 22, 1991, by and between the Consignor, as consignor, and Zale Corporation, as consignee, and any amendments thereto or superseding agreement(s). This financing statement also covers all of the proceeds of and the products and replacements of the collateral hereinabove described. This filing is intended as a memorandum of a true consignment transaction. Title to the collateral shall be and remain in Consignor pursuant to the terms of the aforesaid consignment agreement and the interest of Consignor in and to the collateral shall be superior to all other interests claimed therein; and

All 14 karat gold jewelry, including, but not limited to, chains, bracelets and earrings now or hereafter consigned and/or delivered by Consignor to or for the account of any of the Consignees at any stores, concessions and locations of Consignees or third parties, pursuant to a written consignment agreement, dated October 10, 1991, by and between the Consignor, as cosignor, and Gordon Jewelry Corporation and Gordon Contemporary Stores, Inc., as consignees, and any amendments thereto or superseding agreement(s). This financing statement also covers all of the proceeds of and the products and replacements of the collateral hereinabove described. This filing is intended as a memorandum of a true consignment transaction. Title to the collateral shall be and remain in Consignor pursuant to the terms of the aforesaid consignment agreement and the interest of Consignor in and to the collateral shall be superior to all other interests claimed therein.

285333

BOOK 575 PAGE 594

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/16/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Riviera Auto Service, Inc., Steve Boring

Address 8509 Ft. Smallwood Rd., Pasadena, MD. 21122

2. SECURED PARTY

Name Robert Lang

Address 319 Shipley Ave., Glen Burnie, MD. 21061

Snap-on Tools Corporation, 7601 Brandon Woods Blvd., Baltimore, MD. 21226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00

POSTAGE .50

#308160 C489 R02 T11:05

01/02/92

MARY M. ROSE

AA CO. CIRCUIT COURT



3. Maturity date of obligation (if any) 12/16/96

4. This financing statement covers the following types (or items) of property: (list)

- (1) Scope MT3000 #27911066 (1) 4 Gas Analyzer MT3100 #34910078 (1) Stand KR495
- (1) D.I. Adaptor MT3000-340 (1) Ignition System Harness YA3601 (1) Vacuum Pick-up MT 3000-400 # 27910004 (1) Current Probe MT 3000-410 #42910919 (1) Remote MT3000-600 #29911007

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASB

(Signature of Debtor)

Steve Boring, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert Lang

(Signature of Secured Party)

Robert Lang, Authorized Dealer

Type or Print Above Name on Above Line

1200
50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
~~XXXXXX~~
Lessee:
Avis Rent A Car System, Inc.
6301 Ivy Lane
Greenbelt, MD 20770

2. Secured Party(ies) and address(es)
~~XXXXXX~~
Lessor:
Princeton Credit Corporation
2551 Route 130
Cranbury, NJ 08512

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#309170 C489 R02 T11:06
01/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto and made a part hereof.
Schedule A-34-7

5. Assignee(s) of Secured Party and Address(es)
~~XXXXXX~~
U.S.A., Inc.
180 Interstate North Parkway, Suite 400
Atlanta, GA 30339



34-7

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

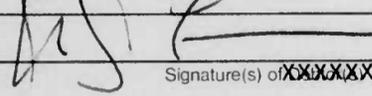
Filed with:

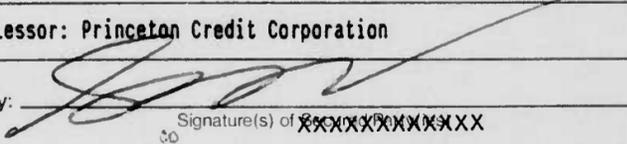
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Lessee: Avis Rent A Car System, Inc.

Lessor: Princeton Credit Corporation

By: 
Signature(s) of ~~XXXXXXXXXX~~

By: 
Signature(s) of ~~XXXXXXXXXX~~

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Qty.	Mfr.	Machine/Model	Serial No.	Description
1	Toshiba	DKSU-96	13558	Digital Key Service Unit
1	Toshiba	PCTU2A		DK Processor/Memory Unit
1	Toshiba	PESU1A		PESU1A
3	Toshiba	PEKU1A		DK EKT Station Interface
1	Toshiba	CRCU1A-4		4 Circuit DTMF RCVR
5	Toshiba	PCOU2A		PCOU2A
4	Toshiba	EOCU1		DK Off Hook Call Announce
21	Toshiba	EKT-6520-SD		20 Key EKT Display Phone
3	Toshiba	HDSS-6560		HDSS-6560
21	Toshiba	HVSU		Off Hook Call Announce
21	Toshiba	HVSI-1A		HVSI-1A
4	Toshiba	HHEU1A		Dk Headset/HESB Control
4	Toshiba	1305-Headset		Noisecnc1 Overhead Onear
24	Toshiba	UG EKT DKR3		U.G. EKT Strata Dk Rel. 3
3	Toshiba	UG STD DKR3		UG STD Strata Dk Rel. 3
3	Toshiba	UG DSS DKR3		UG DSS Dk Rel. 3
1	Toshiba	DOC PK DK		Document DK 24/56/96
2	Toshiba	2500 Set		2500 Set
1	Toshiba	KSU INSTALL		KSU Install
24	Toshiba	EKT INSTALL		EKT Install
2	Toshiba	INSTALL		Install

Location: Avis Rent A Car System, Inc.
6301 Ivy Lane
Greenbelt, MD 20770
A-34-7

All rights, title and interest in certain Equipment (and any proceeds thereof) leased to Lessee pursuant to a Master Lease Agreement dated May 18, 1990 between Lessor and Lessee and specifically including Equipment described on Equipment Schedule No. A-34.

This Financing Statement is being filed as a precautionary measure and shall not of itself be a factor in determining whether or not the Master Lease is intended as security under Section 1-201(37).

Initials:

Avis Rent A Car System, Inc.: XDJ

Princeton Credit Corporation: [Signature]

PLEASE VALIDATE EXTRA COPY OF
EQUIPMENT LIST AND RETURN TO LESSOR.
ORIGINAL IS TO BE FILED WITH UCC
AND RETAINED BY CLERK.

up
1/15

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated ~~XXXXXXX~~ 12-12-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Scuba Hut, Inc.
 Address 139 Delaware Ave Glen Burnie, MD 21061

RECORD FEE 11.00
 POSTAGE .50
 #308180 C489 R02 T11:10
 01/02/92

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
 Address 10 New England Business Center Dr. Andover, MA 01810
 T.C.F.C. P.O. Box 1160 Columbia, MD 21044

MARY H. ROSE
 AA CO. CIRCUIT COURT



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Name and address of Assignee

CHECK THE LINES WHICH APPLY NOT SUBJECT TO RECORDATION—Dir. Business Inventory

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
 (Signature of Debtor)
William Sarro
 Type or Print Above Name on Above Line
 William Sarro President
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)
 Thomas E. Bertone
 TRANSAMERICA COMMERCIAL FINANCE CORPORATION
 Type or Print Above Signature on Above Line

1100
 52



PARTIES

Debtor name (last name first if individual) and mailing address:
BERCON PACKAGING, INC.
8304 Sherwick Court
Jessup, MD 20794

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:
MERIDIAN LEASING INC.
PO Box 15204
Reading, PA 19612-5204

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction—
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

MERIDIAN LEASING INC.
BY: Domenic Pavan
TITLE: OPERATIONS / FINANCIAL MGR

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK 575 PAGE 598

RECORD FEE 11.00
POSTAGE .50
#308190 C489 R02 T11:11
01/02/92

285336

MARY M. ROSE 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of Anne Arundel County.
- real estate records of _____ County.



Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): #01191-001 8

COLLATERAL

Identify collateral by item and/or type:
See Schedule A attached hereto and forming part hereof

This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to other than a lease.

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —

- a. crops growing or to be grown on —
- b. goods which are or are to become fixtures on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 BY: Robert Forlenza BERCON PACKAGING, INC.

1a TITLE: VICE PRESIDENT

1b Print Name: ROBERT FORLENZA 11

RETURN RECEIPT TO:

MERIDIAN BANCORP, INC.
PO Box 189
Reading, PA 19603-0189
Attn: C. Wagner

SCHEDULE A

BOOK 575 PAGE 599

All equipment as acquired under lease to CARLISLE PLASTICS, INC., pursuant to Master Lease #01191, Schedule #001, dated 12/13/91, between MERIDIAN LEASING INC., Lessor, and CARLISLE PLASTICS, INC., Lessee.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
Eight (8)	1988 Wabash National FRP Van Trailers. 45'X102"X13'6"	1JJV452RXJL114291 1JJV452R1JL114292 1JJV452MOJL114269 1JJV452M7JL114270 1JJV452M9JL114271 1JJV452MOJL114272 1JJV452M2JL114273 1JJV452M4JL114274
Seventeen (17)	1988 Wabash National FRP Van Trailers. 48'X102"X13'6"	1JJV482MOJL114192 1JJV482M2JL114193 1JJV482M4JL114194 1JJV482M6JL114195 1JJV482M8JL114196 1JJV482MXJL114197 1JJV482M1JL114198 1JJV482M3JL114199 1JJV482M6JL114200 1JJV482M8JL114201 1JJV482MXJL114202 1JJV482M1JL114203 1JJV482M3JL114204 1JJV482M5JL114205 1JJV482M7JL114206 1JJV482M9JL114207 1JJV482MOJL114208
Five (5)	1988 Wabash National FRP Van Trailers 45'X102"x13'6"	1JJV452R45L114304 1JJV452R65L114305 1JJV452R85L114306 1JJV452RX5L114307 1JJV452R15L114308
Seventeen (17)	1988 Wabash National FRP Van Trailers 48'X102"X13'6"	1JJV482MOJL114211 1JJV482M2JL114212 1JJV482M4JL114213 1JJV482M6JL114214 1JJV482M8JL114215 1JJV482MXJL114216 1JJV482M1JL114217 1JJV482M3JL114218

SCHEDULE A

BOOK 575 PAGE 599 -A

QUANTITY

DESCRIPTION

SERIAL NUMBER

Cont'd from Page #1

1J JV482M5JL114219
1J JV482M1JL114220
1J JV482M3JL114221
1J JV482M5JL114222
1J JV482M7JL114223
1J JV482M9JL114224
1J JV482MOJL114225
1J JV482M2JL114226
1J JV482M4JL114227

Four (4)

1988 Wabash National FRP Van
Trailers 45'X96"X13'6"

1J JV452D3JL114282
1J JV452D5JL114288
1J JV452D7JL114284
1J JV452D9JL114285

Seven (7)

1988 Wabash National FRP Van
Trailers 45'x96"x13'4"

1J JV452A9JL114275
1J JV452A0JL114276
1J JV452A2JL114277
1J JV452A4JL114278
1J JV452A6JL114279
1J JV452AJJL114280
1J JV452A4JL114281

Thirteen (13)

1988 Wabash National FRP Van
Trailers 48'X109"X13'6"

1J JV452R3JL114293
1J JV452R5JL114294
1J JV452R7JL114295
1J JV452R9JL114296
1J JV452R0JL114297
1J JV452R2JL114298
1J JV452R4JL114299
1J JV452R7JL114300
1J JV452R9JL114301
1J JV452R0JL114302
1J JV452R2JL114303
1J JV482M2JL114209
1J JV482M9JL114210

Ten (10)

1988 Wabash National FRP
Van Trailers 48'X102"X13'6"

1J JV482M6JL114228
1J JV482M8JL114229
1J JV482M4JL114230
1J JV482M6JL114231
1J JV482M8JL114232
1J JV482R4JL114286
1J JV482R6JL114287
1J JV482R8JL114288
1J JV482RXJL114289
1J JV482R6JL114290

Schedule A

Complete with all related parts, attachments, replacements, accessories, substitutions and proceeds.

MERIDIAN LEASING INC.

T. [Signature]
Signature

Leasing Officer
Title

12/13/91
Date

CARLISLE PLASTICS, INC.

✓ [Signature]
Signature

✓ Vice President
Title

✓ 12/12/91
Date



**END
LIBER**

[Handwritten scribble]

